Recorded at 11'20 o'clock A.M., 3-2-1989 Reception No. 12800 4 Earlone White Recorder. by C. Book 241, Pg. 150 RECORDER'S STAMP 1186353 - R8 SDMS Know all Men by these Presents, That Whereas, RICO DEVELOPMENT CORPORATION County of Dolores , in the State of lst Colorado, by itSh certain DEED OF TRUST, dated the September , 19 88, filed for record in the office of the County County of Dolores Clerk and Recorder of the in the State , 19 88 $_{
m day\,of}$ September of Colorado, on the 238 of the records of said and duly recorded in book office, at page 349 conveyed to the undersigned Public Trustee of the Dolores in the State of Colorado, as trustee, certain real estate in said Deed County of of Trust described, in trust to secure to WAYNE E. WEBSTER the payment of certain promissory note with interest and all charges thereon, as in said Deed of Trust mentioned. AND WHEREAS, by the terms of said Deed of Trust partial releases are to be made from time to time upon certain conditions as in said Deed of Trust set forth, and whereas, said conditions have been performed as to the real estate hereinafter described. NOW, THEREFORE, at the request of said Wayne E. Webster and in consideration of the sum of Five Dollars, to me in hand paid by the said Wayne E. Webster the receipt whereof is hereby acknowledged. Public trustee as aforesaid, do hereby remise, release and I, Shirley A. Hasty RICO DEVELOPMENT CORPORATION forever quit-claim unto the said and its heirs and assigns forever, all the right, title and interest which I have in and to the following described real estate, as the trustee in said Deed of Trust mentioned, to-wit: Lots 1, 2, 4, 5, 10, 20, 21, 25, 27, 28, 31, 32, 33, 34, 35, 36 and 37, Atlantic Cable Subdivision to the Town of Rico "LIVE NOTE EXHIBITED" RETURNED TO: Montezuma Dolores Title Co. P.O. Drawer 1 Cortez, Co 81321 situate, lying and being in the County of Dolores and State of Colorado. TO HAVE AND TO HOLD THE SAME, together with all and singular the privileges and appurtenances unto the said RICO DEVELOPMENT CORPORATION its. ĸ - heirs and assigns forever. WITNESS my hand and seal this March , 19 89 Signed, Sealed and Delivered in the Presence of [SEAL] Ms. Shirley A. Hasty, Public Trustee of Dolores County STATE OF COLORADO. County of Dolores The foregoing instrument was acknowledged before me this 2nd. March 19 89 , by Shirley A. Hasty, Public Trustee of Dolores County, Colorado. . Witness my hand and official seal: . 19

day of

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Rel	lease of Deed o	f Trust		
			==	
			_	
		Trustee.		
	FOR THE USE OF		==	
				
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	STATE OF COLORADO, County of	اود	s.	
	ertify that this Instrument v		rd	
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		Recorder.	-	
Ву		Deputy.	_	
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Earlene Whiterecorder by Reception No. 128178

Book 241, Pg. 380 RECORDER'S STAMP Know all Men by these Presents, That Whereas, RICO DEVELOPMENT CORPORATION Dolores County of , in the State of Kits certain DEED OF TRUST, dated the 1st Colorado, by September , 19 88 filed for record in the office of the County day of Dolores County of Clerk and Recorder of the in the State lst of Colorado, on the day of September , 19 88 238 and duly recorded in book of the records of said 34 9 conveyed to the undersigned office, at page Public Trustee of the County of Dolores in the State of Colorado, as trustee, certain real estate in said Deed WAYNE E. WEBSTER of Trust described, in trust to secure to ONE certain promissory note the payment of with interest and all charges thereon, as in said Deed of Trust mentioned. AND WHEREAS, by the terms of said Deed of Trust partial releases are to be made from time to time upon certain conditions as in said Deed of Trust set forth, and whereas, said conditions have been performed as to the real estate hereinafter described. NOW, THEREFORE, at the request of said Wayne E. Webster and in consideration of the sum of Five Dollars, to me in hand paid by the said WAYNE E. WEBSTER the receipt whereof is hereby acknowledged. SHIRLEY A. HASTY Public trustee as aforesaid, do hereby remise, release and RICO DEVELOPMENT CORPORATION and its forever quit-claim unto the said heirs and assigns forever, all the right, title and interest which I have in and to the following described real estate, as the trustee in said Deed of Trust mentioned, to-wit: Lot 38, Block A, Piedmont Addition to the Town of Rico, and Lot 13, Block A, Piedmont Addition to the Town of Rico, as per the plat of record in the office of the Clerk and Recorder. County of Dolores State of Colorado LIVE NOTE EXHIBITED, RETURNED TO: PEGGY WELLS, MONTEZUMA DOLORES TITLE CO. County of Dolores situate, lying and being in the and State of Colorado. TO HAVE AND TO HOLD THE SAME, together with all and singular the privileges and appurtenances unto the said heirs and assigns forever. WITNESS my hand and seal this 2nd - 19 89 Signed, Sealed and Delivered in the Presence of

Mr. s. Shirley A. Hasty, Public Trustee of Dolores County ease execute this release

STATE OF COLORADO,

County of Dolores

The foregoing instrument was acknowledged before me this 2nd

1989 , by Joan Thompson, Deputy

My commission expires

, 19

day ot

Witness my hand and official seal.

herry Darchar Lepusty County Clerkotary Public

No	
Release of Deed of	Trust
FOR THE USE OF	Trustee.
I ON THE USE OF	
то	
·	
STATE OF COLORADO,	} ss.
County of	
I hereby certify that this Instrument was	filed for record
in my office at	
o'clockM.,	, 19
and is duly recorded in book	
page	
	Recorder.
Ву	
	Deputy.
Fees, \$	
BRADFORD PUBLISHING CO	

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National Headquarters Richmond, Virginia

SCHEDULE B-Section 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. Proper legal proceedings approved by Lawyers Title Insurance Corporation disposing of the interest of Herbert S. Butler, deceased, as to Lots 13 and 38, Block A, Piedmont Addition, Town of Rico.

NOTE: This is necessary because the Deed recorded in Book 66 at page 431 did not include Piedmont Addition following Block A in the description.

B. Certificate of Merger between Atlantic Richfield Company, a Pennsylvania Corporation, and Atlantic Richfield Company, a Delaware Corporation, showing surviving Corporation as Atlantic Richfield Company, a Delaware Corporation.

OR

Resolution from the Board of Directors of Atlantic Richfield Company, a Pennsylvania Corporation, changing corporation venue to Atlantic Richfield Company, a Delaware Corporation.

AND

Certificate of Incorporation of Atlantic Richfield Company from the Secretary of State of Delaware.

- C. Trade Name Affidavit for Anaconda Minerals Company, a division of Atlantic Richfield Company.
- D. A deed from Anaconda Minerals Company, a division of Atlantic Richfield Company, conveying Lots 31-40, inclusive, Block 3, Town of Rico, to a buyer to be determined.
- E. A deed from Atlantic Richfield Company, a Delaware Corporation, conveying balance of subject property to a buyer to be determined.

NOTE: MONTEZUMA-DOLORES TITLE CO. reserves the right to make additional requirements and/or exceptions upon disclosure of the name(s) of the buyer(s).

National Headquarters Richmond, Virginia

SCHEDULE B-Section 1

Requirements

The following are the requirements to be complied with.

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. Proper legal proceedings approved by Lawyers Title Insurance Corporation disposing of the interest of Herbert S. Butler, deceased, as to Lots 13 and 38, Block A, Piedmont Addition, Town of Rico.

NOTE: This is necessary because the Deed recorded in Book 66 at page 431 did not include Piedmont Addition following Block A in the description.

B. Certificate of Merger between Atlantic Richfield Company, a Pennsylvania Corporation, and Atlantic Richfield Company, a Delaware Corporation, showing surviving Corporation as Atlantic Richfield Company, a Delaware Corporation.

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National Headquarters Richmond, Virginia

SCHEDULE B - Section 1

Requirements

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Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. Certificate of Merger between Atlantic Richfield Company, a Pennsylvania Corporation, and Atlantic Richfield Company, a Delaware Corporation, showing surviving Corporation as Atlantic Richfield Company, a Delaware Corporation.

OR

Resolution from the Board of Directors of Atlantic Richfield Company, a Pennsylvania Corporation, changing corporation venue to Atlantic Richfield Company, a Delaware Corporation.

AND

Certificate of Incorporation of Atlantic Richfield Company from the Secretary of State of Delaware.

B. Deed from Atlantic Richfield Company, a Delaware Corporation, to a buyer to be determined.

NOTE: MONTEZUMA-DOLORES TITLE CO. reserves the right to make additional requirements and/or exceptions upon disclosure of the name(s) of the buyer(s).

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE B-Section 2

Exceptions.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. Ad valorem taxes.
- 7. Lack of a right of access from the land to any open public road, street or highway.

NOTE: This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of Dolores County that any right of access exists to an open public roadway.

Exceptions numbe	red	None	are	hereby	omitted
	,			,	

The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.
 - (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B-Section 2

Exceptions.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
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NOTE: This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of Dolores County that any right of access exists to an open public roadway.

Exceptions numbered	None	 harab.	omitted
exceptions numbered	110110	 nereby	ominea

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(1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b).

(2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.

(3) Any and all unpaid taxes, assessments and unredeemed tax sales.

Schedule B-Section 2-Page 1-No. BE 230825 87-5-8

National Headquarters Richmond, Virginia

SCHEDULE B-Section 1

Requirements ...

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. Certificate of Merger between Atlantic Richfield Company, a Pennsylvania Corporation, and Atlantic Richfield Company, a Delaware Corporation, showing surviving Corporation as Atlantic Richfield Company, a Delaware Corporation.

OR

Resolution from the Board of Directors of Atlantic Richfield Company, a Pennsylvania Corporation, changing corporation venue to Atlantic Richfield Company, a Delaware Corporation.

AND

Certificate of Incorporation of Atlantic Richfield Company from the Secretary of State of Delaware.

B. Deed from Atlantic Richfield Company, a Delaware Corporation, to a buyer to be determined.

NOTE: MONTEZUMA-DOLORES TITLE CO. reserves the right to make additional requirements and/or exceptions upon disclosure of the name(s) of the buyer(s).

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE B-Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which
 a correct survey and inspection of the premises would disclose and which are not shown by the
 public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. Ad valorem taxes.
- 7. Pole Line Easement to Western Colorado Power Co. recorded in Book 54 at page 375 as to Lot 13, Block A, Piedmont Addition, Rico.
- 8. Lack of a right of ingress and egress from Lots 13 and 38, Block A, Piedmont Addition, Town of Rico, to a county-maintained road, street or highway.
- 9. All streets, alleys, utility poles and easements, rights-of-way, drainage facilities and watercourses visible and of record.
- 10. Any loss or damage occasioned by the fact that a portion of subject property lies within the boundaries of patented mining claims.

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Exceptions numbered_	None	are	hereby	omitted.

The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.
 - (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE B-Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
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- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. Ad valorem taxes.
- 7. Pole Line Easement to Western Colorado Power Co. recorded in Book 54 at page 375 as to Lot 13, Block A, Piedmont Addition, Rico.
- 8. Lack of a right of ingress and egress from Lots 13 and 38, Block A, Piedmont Addition, Town of Rico, to a county-maintained road, street or highway.
- 9. All streets, alleys, utility poles and easements, rights-of-way, drainage facilities and watercourses visible and of record.
- 10. Any loss or damage occasioned by the fact that a portion of subject property lies within the boundaries of patented mining claims.

Exceptions numbered,	None	are hereby	omitted.
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The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in potents or in Acts authorizing issuance thereof; water rights, claims or title to water.
 - (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

National Headquarters Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lauvers Title Insurance Corporation

President

Attest:

Secretary.

National Headquarters Richmond, Virginia

SCHEDULE B-Section 1

Requirements

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. Certificate of Merger between Atlantic Richfield Company, a Pennsylvania Corporation, and Atlantic Richfield Company, a Delaware Corporation, showing surviving Corporation as Atlantic Richfield Company, a Delaware Corporation.

OR

Resolution from the Board of Directors of Atlantic Richfield Company, a Pennsylvania Corporation, changing corporation venue to Atlantic Richfield Company, a Delaware Corporation.

AND

Certificate of Incorporation of Atlantic Richfield Company from the Secretary of State of Delaware.

B. Deed from Atlantic Richfield Company, a Delaware Corporation, to a buyer to be determined.

NOTE: MONTEZUMA-DOLORES TITLE CO. reserves the right to make additional requirements and/or exceptions upon disclosure of the name(s) of the buyer(s).

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE B-Section 2

Exceptions.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. Ad valorem taxes.
- 7. Lack of a right of access from the land to any open public road, street or highway.

NOTE: This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of Dolores County that any right of access exists to an open public roadway.

exceptions numbered <u>Rotte</u> are nereby omiti	Exceptions numbered	None	are hereby	omitted
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The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B—Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.
 - (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

National Headquarters Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

President

Attest:

Secretary.

National Headquarters Richmond, Virginia

SCHEDULE B-Section 1

Requirements

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B. Certificate of Merger between Atlantic Richfield Company, a Pennsylvania Corporation, and Atlantic Richfield Company, a Delaware Corporation, showing surviving Corporation as Atlantic Richfield Company, a Delaware Corporation.

OR

Resolution from the Board of Directors of Atlantic Richfield Company, a Pennsylvania Corporation, changing corporation venue to Atlantic Richfield Company, a Delaware Corporation.

AND

Certificate of Incorporation of Atlantic Richfield Company from the Secretary of State of Delaware.

- C. Trade Name Affidavit for Anaconda Minerals Company, a division of Atlantic Richfield Company.
- D. A deed from Anaconda Minerals Company, a division of Atlantic Richfield Company, conveying Lots 31-40, inclusive, Block 3, Town of Rico, to a buyer to be determined.
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NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE B-Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. Ad valorem taxes.
- 7. Pole Line Easement to Western Colorado Power Co. recorded in Book 54 at page 375 as to Lot 13, Block A, Piedmont Addition, Rico.
- 8. Lack of a right of ingress and egress from Lots 13 and 38, Block A, Piedmont Addition, Town of Rico, to a county-maintained road, street or highway.
- 9. All streets, alleys, utility poles and easements, rights-of-way, drainage facilities and watercourses visible and of record.
- 10. Any loss or damage occasioned by the fact that a portion of subject property lies within the boundaries of patented mining claims.

Exceptions numbered	None	are hereby	omitted.
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The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.
 - (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

National Headquarters Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

President

Attest:

Secretary.

National Headquarters Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lauvers Title Insurance Grporation

President

Attest:

Secretary.

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE B-Section 2

Exceptions -

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. Ad valorem taxes.
- 7. All that portion conveyed to Dolores County in Deeds recorded in Book 87 at page 198 and in Book 187 at page 45.
- 8. All that portion conveyed to Colorado State Department of Highways in Deed recorded in Book 110 at page 590.
- 9. Right-of-way easements to Town of Rico for water line recorded in Book 175 at page 239.
- 10. All that portion conveyed to Town of Rico in Deed recorded in Book 229 at page 234.
- 11. All streets, alleys, utility poles and easements, rights-of-way, drainage facilities and watercourses visible and of record.
- 12. Any loss or damage occasioned by the fact that a portion of subject property lies within the boundaries of patented mining claims.
- 13. Any portion lying in and being used as State Highway.

Exceptions numbered None are hereby omitted.				
Exceptions numbered NULLE are hereby omitted	_	Nome		
	Exceptions numbered	None	are hereby	omitted

The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b).
- (2) Unpotented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.
 - (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

National Headquarters Richmond, Virginia

SCHEDULE B-Section 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

A. Deed from Crystal Exploration and Production Company, a Florida Corporation, and Crystal Oil Company, a Maryland Corporation, to Atlantic Richfield Company, a Delaware Corporation, to correct Deed in Book 193 at page 324 in which tracts were described by name only and not by metes and bounds.

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i. E1	ffective Da	te April	21, 19	987 at 8:00	J A.N.	•	Case	No. <u>87-5-97</u>			
2. P	olicy or po	licies to be i	ssued:								
	ALTA Owi	idential Title		970 (Rev. 10-1 Policy —1979	7-70 & Rev. 10-	17-84)	Amo	unt \$ <u>To Be D</u> o	eterm	ined	
(b			0 (Rev. 10-	17-70 & Rev. '	10-17-84)		Amo	unt \$			
	c) Proposed in	sured:					Amo	unt \$			
	itle to the lescribed o	r referred to	Fee Si		at the effective	date hereof veste		or interest in the	e land		
Α'	TLANTIC	RICHFIEL	D COMPA	NY, a Dela	ware Corpo	oration, afte	r comp	letion of Re	equir	emen t	No.
4. T	he land re	ferred to in t	his Comm	itment is desc	cribed as follow	vs:					

(See attached pages)

Countersigned at CORTEZ, COLORADO MONTEZUMA-DOLORES TITLE CO. Authorized Officer or Agent

Form No. 91-88 (SCH. A)

Commitment No. <u>BE 230830 87-5-97</u> Schedule A-Page 1

> This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE___A__cont'd.

Tracts B, C and D as described in United States Patent for the Townsite of Rico recorded December 15, 1891 in Book 17 at page 394 in the office of the Clerk and Recorder. EXCEPT all that part of Tract C conveyed in Book 57 at page 374

AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico more particularly described as follows: Beginning at Corner No. 1, identical with Corner No. 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B. T. Corner 31 T. R. bears North 43°58' East 45.6 feet distant; thence South 10° West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51°20' East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10°20' East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B. T. Corner No. 32 T. R. bears South 82°45' West 5 feet distant; thence South 51°20' West 516.7 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J. M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10° West 270 feet; thence North 80° West 400 feet; thence North 10° East 270 feet; thence South 80° East 400 feet to place of beginning.

AND

A tract of land referred to as "A. E. Arms Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survay of the Town of Rico South 10° West 890 feet from Corner No. 31; thence South 10° West 240 feet to a point; thence South 80° East 724 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8°30' East 240.1 feet; thence North 80° West 717.8 feet to the place of beginning.

AND

A tract of land referred to as "F. G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survay of the Town of Rico at South 10° West 1130 feet from Corner No. 31; thence South 10° West 240 feet to a point; thence South 80° East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8°30' East 240.1 feet to a point; thence North 80° West 724 feet to the place of beginning.

AND

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A. E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows:

(continued on following page)

Schedule_A___Page__2__No. BE 230830 87-5-97

035-1-999-0040/2

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NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE__A__cont'd.

Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A. E. Arms March 13, 1902; thence North 10° East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 51°20' East 511 feet to a point which is also the Southeast Corner Max Boehmer tract; thence North 10°20' East 629.3 feet to a point which is also Corner No. 32 Amended Survey Rico Townsite; thence North 18°40' West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80° East 399.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40°04' West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24°30' East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. tract; thence South 5°18' West 801 feet to a point which is also the Northeast Corner A. E. Arms Tract; thence North 80° West 717.8 feet to the place of beginning.

AND

A tract of land located in Southwest corner of Townsite of Rico bounded by F. G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10° West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F. G. Day et al as recorded in Book 33, page 10 of the records of the office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10° West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80° East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10° East 318.4 feet; thence North 80° West 717.8 feet (called 724 feet in Deed) to the place of beginning.

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80°50' East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68°20' East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20°57' East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68°20' West 59.54 feet distant; thence North 68°20' West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68°20' East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N.& M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2°10' West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39°58' West 716.22 feet distant; thence South 2°10' West 99.50 feet to Corner No. 2 of N.&M. Mining Claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80° West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence North 10° East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80° West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0°36' West 275.02 feet distant; thence North 10° East 301.53 feet to Corner No. 1, the place of beginning.

(continued on following page)
Schedule A Page

035-1-999-0040 2

3_No BE 230830 87-5-97

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE A cont'd.

AND

A tract of land referred to as 'Warner K. Patrick Tract' located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10° East 151.4 feet; thence South 10° West 374.3 feet along said line 1-2 to a point; thence South 63°16' West 404.1 feet to Corner No. 1 of Eighty-eight (88) lode; thence North 10° East 374.3 feet to Corner No. 6 of Eighty-eight (88) lode; thence North 63°16' East 404.1 feet to place of beginning.

AND

within

A tract of land referred to as "Group Tract" located/with Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10° West 676 feet to the Southeast Corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest Corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1°52' West 1052.6 feet to Northeast Corner of J. M. Acker or Winkfield claim; thence North 4°3' West 100 feet to the Northwest Corner, a post; thence North 87°54' East 153.8 feet to a post in the center of River Street; thence South 2°6' East 350 feet along the center line of River Street to a post; thence South 87°54' West 30 feet to a post on the west line of River Street; thence South 2°6' East 600 feet along the West line of River Street to a post; thence North 87°54' East 476 feet to the Southeast Corner of Block 38; thence North 2°6' West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87°54' East 116 feet to the Southeast Corner of Block 10; thence North 2°6' West 54 feet to a post; thence South 68°42' East 486.1 feet to the place of beginning.

AND

A tract of land referred to as "Roys Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33°31'46" East 213.8 feet and Northeast Corner of Tremble Tract is North 81°11' West 18.4 feet; thence North 1°52' West 918.7 feet to Northeast Corner (var. 12°42' East); thence South 88°8' West 628.6 feet to Northwest Corner (var. 13°55' East); thence South 1°52' East 222.5 feet to West angle corner (var. 13°15' East); thence South 27°39' East 705.8 feet to Southwest Corner; thence South 81°11' East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13°45' East), whence Northeast Corner of same is North 1°55' West; thence South 37°50'37" West 222.2 feet to Northeast Corner of tract being conveyed; thence South 4°3' East 688 feet to Southeast Corner; thence North 81°11' West 253 feet to Southwest Corner; thence North 4°3' West 688 feet to Northwest Corner; thence South 81°11' East 253 feet to Northeast Corner, the place of beginning.

AND

(continued on following page)

Schedule A Page 4 No. BE 230830 87-5-97

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A cont'd.

A tract of land referred to as 'Winkfield Tract East of River" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5°49' East 866 feet; thence North 88°11' West 253 feet to Corner No. 2; thence North 27°17' West 481 feet to Corner No. 3; thence South 22°12' East 462.1 feet to Corner No. 4; thence South 5° East 200 feet to Corner No. 5; thence South 49°10' West 451 feet to Corner No. 6; thence South 80° East 652 feet to Corner No. 7; thence North 1°52' West 600 feet to Corner No. 1, the place of beginning, all lying East of the Dolores River.

MMA

A tract of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed. EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351.

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed.

AND

A tract of land located within Townsite of Rico described as follows: A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.

AND

The abandoned Rio Grande Southern Railroad right-of-way extending through the Townsite of Rico.

County of Dolores State of Colorado

Schedule_A__Page__5_No. BE 230830 87-5-97

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	National Headquarter Richmond, Virginia COMMITMENT FOR TITLE I SCHEDULE A	rs
1.	Effective Date April 21, 1987 at 8:00 A.M.	Case No. <u>87-5-81</u>
2	Policy or policies to be issued:	•
	(a) ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70 & Rev. 10-17-84) ALTA Residential Title Insurance Policy—1979 Proposed insured: TO BE DETERMINED	Amounts <u>To Be Determine</u>
	(b) ALTA Loan Policy, 1970 (Rev. 10-17-70 & Rev. 10-17-84) Proposed insured:	Amount \$
	(c) Proposed insured:	Amount \$
3.	Title to the Fee Simple described or referred to in this Commitment is at the effective date hereof v	estate or interest in the land ested in:
	ATLANTIC RICHFIELD COMPANY, a Delaware Corporation	
4.	The land referred to in this Commitment is described as follows:	
	(See attached page)

Countersigned at CORTEZ, COLORADO

MONTEZUMA-DOLORES TITLE CO/.

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This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Commitment No. BE 230825 87-5-81

Schedule A-Page 1

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE_A__cont'd.

Lots 1 and 2 and E2NW2 (also described as NW2) and NE2, Section 31, Township 41 North, Range 9 West, N.M.P.M.

Lot 3 (also described as NE之NW之) and E之SE之, Section 2, Township 40 North, Range 10 West, N.M.P.M.

SW\SE\, Section 20, Township 40 North, Range 10 West, N.M.P.M.

SW\(\frac{1}{2}\) and NW\(\frac{1}{2}\)SE\(\frac{1}{2}\), Section 14, Township 41 North, Range 10 West, N.M.P.M.

SEZNWZ and EZSWZ, Section 35, Township 41 North, Range 10 West, N.M.P.M.

County of Dolores State of Colorado

Schedule A Page 2 No. BE 230825 87-5-81

National Headquarters Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Graporation

President

Attest:

Secretary.

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YZĄ.		l	M	M	M	М				

	<u>lawyers</u> litle Ins	urance (orporation
•	National Richmo	Headquarters and, Virginia
		OR TITLE INSURANCE EDULE A
1. Effective Date April 2	21, 1987 at 8:00 A.M.	Case No87=5=81
2. Policy or policies to be iss	sued:	
(a) ALTA Owner's Policy—F ALTA Residential Title In Proposed insured: TO BE DETERMINED	orm B - 1970 (Rev. 10-17-70 & Rev. 10-17 nsurance Policy—1979	Amount \$ <u>To Be Determined</u> -84)
(b) ALTA Loan Policy, 1970 Proposed insured:	(Rev. 10-17-70 & Rev. 10-17-84)	Amount \$
(c) Proposed insured:		Amount \$
Title to the described or referred to in	Fee Simple In this Commitment is at the effective do	estate or interest in the land ete hereof vested in:
ATLANTIC RICHFIELD	O COMPANY, a Delaware Corpor	ration
4. The land referred to in thi	is Commitment is described as follows:	
	(Se e attac	hed page)
•		

Countersigned at	CORTEZ, COLORADO
MONTEZUMA-DOLOI	RES TITLE OX.
• · · · · · · · · · · · · · · · · · · ·	et Ja. Wella'

Authorized Officer or Agent

Form No. 91-88 (SCH. A) 035-1-085-0001-/4

Commitment No. BE 230825 87-5-81 Schedule A-Page 1

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE	A cont'd
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Lots 1 and 2 and E2NW2 (also described as NW2) and NE2, Section 31, Township 41 North, Range 9 West, N.M.P.M.

Lot 3 (also described as NE之NW之) and E之SE之, Section 2, Township 40 North, Range 10 West, N.M.P.M.

SW\SE\, Section 20, Township 40 North, Range 10 West, N.M.P.M.

NNNE and NE NWA, Section 29, Township 40 North, Range 10 West, N.M.P.M.

SWINE and NWISEL, Section 14, Township 41 North, Range 10 West, N.M.P.M.

SEZNWZ and EZSWZ, Section 35, Township 41 North, Range 10 West, N.M.P.M.

County of Dolores State of Colorado

Schedule_A___Page___2_No. BE 230825 87-5-81

National Headquarters Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Grporation

President

Attest:

Secretary.

COMMITMENT:	3 Case Number	6 Charge	9 Total Revenue	12 Property type			
ţ-				2 22 3, 1, 1,			
1 ±	4 5 0 0	6	7	9		12 14	
Y	M M	M	(M				
		National Richm MMITMENT FO	SURANCE C I Headquarters ond, Virginia OR TITLE INSUR IEDULE A	•	ı		
I. Effective Date Ap	ril 21, 1987 at 8	:00 A.M.		Case No. 87-5	5-67		
2. Policy or policies to b	pe issued:		·				
(a)				Amount \$ TO B	E DETERM	INED	
☐ ALTA Residential T Proposed insured: TO BE DETERMINE	y—Form B-1970 (Rev. 10- itle Insurance Policy—19 ⁻ D 1970 (Rev. 10-17-70 & Rev	79	7-84)	Amount \$			·
(c) Proposed insured:				Amount \$			
3. Title to the	Fee Simple		£	estate or interest i	n the land		
	to in this Commitment is	s at the effective o			ii tire rano		
ANACONDA MINER Block 3, Town	ALS COMPANY, a div	vision of Atl	antic Richfie	ld Company, a	s to Lot	s 31 - 40,	, inc.,
ATLANTIC RICHE	IELD COMPANY, a De	elaware Corpo	ration, as to	balance of s	ubject p	roperty	
4. The land referred to	in this Commitment is de	escribed as follows	S :				
		(See attache	d page)			•	
		/	F-0-/				

Countersigned at <u>CORTEZ, COLORADO</u> MONTEZUMA-DOLORES TITLE CO., Authorized Officer or Agent Form No 91-88 (SCH. A)

BE 230816

Commitment No. -Schedule A-Page 1

This commitment is invalid unless the Insuring Provisions and Sched-ules A and B are attached

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

SCHEDULE_A__cont'd.

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Lots 3, 4, 5, 6, 17, 18, 19, 20, 21, 22, 36, 37, 38, 39 and 40, Block 1, Town of Rico.
Lots 9, 10, 11 and 12, Block 2, Town of Rico.
Lots 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 3, Town of Rico.
Lots 4, 5, 39 and 40, Block 4, Town of Rico.
Lots 12, 13 and 14, Block 5, Town of Rico.
Lots 31, 32, 39 and 40, Block 6, Town of Rico.
Lots 19 and 20, Block 8, Town of Rico.
Lots 20, 21, 23 and 24, Block 9, Town of Rico.
Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39
and 40, Block 10, Town of Rico.
Lots 3, 4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29,
32, 33 and 34, Block 11, Town of Rico.
Lots 23, 24, 25, 26, 31, 32, 33, 34, 35 and 36, Block 11, Town of Rico.
Lots 12, 13, 14, 15 and 16, Block 13, Town of Rico.
Lots 39 and 40, Block 13, Town of Rico.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 21, 22, 23, 24, 25, 26, 27, 28, North 20 feet of Lot 31,
Lots 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 14, Town of Rico.
Lots 33 and 34, Block 15, Town of Rico.
Lots 1, 2, 3, 4, 36 and 38, Block 16, Town of Rico.
Lot 1, 24 and 25, Block 17, Town of Rico.
Lots 14, 15 and 16, Block 18, Town of Rico.
Lots 1, 2, 3, 6, 7, 8, 9, 11, 12, 30, 31, 32, 33, 34, 37, 38, 39 and 40, Block 19, Town
of Rico.
Lots 9, 21, 22, 28, 31, 32, 33, 36, 37 and 38, Block 20, Town of Rico.
Lots 16, 17, 18, 19 and 20, Block 23, Town of Rico.
Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, and 34, Block 24, Town of Rico.
Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 35, 36, 37, 38,
39 and 40, Block 25, Town of Rico.
Lots 1, 2, 3, 4, West 80 feet of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
19 and 20, Block 28, Town of Rico.
Lots 1, 2, 3, 4 and 5, Block 29, Town of Rico.
Lots 3, 4, 5 and 6, Block 30, Town of Rico.
Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40,
Block 38, Town of Rico.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 29, 30,
31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 39, Town of Rico.
Lots 13 and 38, Block A, Piedmont Addition, Town of Rico.
Lots 1, 2, 4, 5, 6, 7, 10, 11, 12, 14, 15, 16, 17, 20, 21, 25, 26, 27, 28, 29, 30, 31,
32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, Atlantic Cable Subdivision, Town of Rico.
All of the above lots and blocks as per the plats of record in the office of the Clerk
and Recorder. EXCEPT any portion thereof lying in and being used as a State Highway.
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County of Dolores State of Colorado

(continued on following page)

Schedule A	Page2	_No.	BE230816	87-5-

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE_A___cont'd.

A tract of land in Commercial Street East of Block 14, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block 14, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 87°53'26" East a distance of 25.00 feet; thence South 02°06'34" East a distance of 110.00 feet; thence South 87°53'26" West a distance of 25.00 feet to the line of Block 14; thence North 02°06'34" West a distance of 110.00 feet along the East line of Block 14 to the point of beginning.

AND

A tract of land at the East End of Mantz Avenue in Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at a point on the South line of Block 29, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., from which point the USLM#1 bears North 13°56'45" East a distance of 959.95 feet; thence South 87°53'26" West a distance of 192.60 feet along the South line of said Block 29; thence South 02°06'34" East a distance of 80.00 feet to the Northwest corner of Block 31; thence North 87°53'26" East a distance of 175.44 feet along the South line of Mantz Avenue; thence North 10°00'00" East a distance of 81.82 feet to the point of beginning.

AND

A tract of land in Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Block 28, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 02°06'34" West a distance of 80.00 feet to the Southeast Corner of Block 12; thence South 87°53'26" West a distance of 100.00 feet to the Southwest Corner of Lot 20, Block 12; thence South 02°06'34" East a distance of 80.00 feet to the Northwest Corner of Lot 1, Block 28; thence North 87°53'26" East a distance of 100.00 feet to the point of beginning.

County of Dolores State of Colorado

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Schedule	A	Page	3	No.	BE	230816	8/-5-6/

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Lawyers Title Insurance Corporation National Headquarters, Richmond, Virginia

	COMMITMENT FOR TITLE INSURANCE SCHEDULE A					
١.	Effective Date April 21, 1987 at 8:00 A.M.	Case No. 87-5-67				
2.	Policy or policies to be issued:					
	(a) ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70 & Rev. 10-17 ALTA Residential Title Insurance Policy—1979 Proposed insured: TO BE DETERMINED	Amount \$ <u>TO_BE_DETERMINED</u> -84)				
	(b) ALTA Loan Policy, 1970 (Rev. 10-17-70 & Rev. 10-17-84) Proposed insured:	Amount \$				
	(c) Proposed insured:	Amount \$				
3.	. Title to the Fee Simple described or referred to in this Commitment is at the effective da	estate or interest in the land ate hereof vested in:				
	ANACONDA MINERALS COMPANY, a division of Atla Block 3, Town of Rico	ntic Richfield Company, as to Lots 31-40, inc.				
	ATLANTIC RICHFIELD COMPANY, a Delaware Corpor	ation, as to balance of subject property				
Δ	. The land referred to in this Commitment is described as follows:					
₹.		•				
	(See attached	page)				
	•					

Countersigned at___

Authorized Officer or Agent

Form No. 91-88 (SCH. A)

Commitment No.,

BE 230816

Schedule A-Page 1

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE A cont'd.

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Lots 3, 4, 5, 6, 17, 18, 19, 20, 21, 22, 36, 37, 38, 39 and 40, Block 1, Town of Rico.
Lots 9, 10, 11 and 12, Block 2, Town of Rico.
Lots 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 3, Town of Rico.
Lots 4, 5, 39 and 40, Block 4, Town of Rico.
Lots 12, 13 and 14, Block 5, Town of Rico.
Lots 31, 32, 39 and 40, Block 6, Town of Rico.
Lots 19 and 20, Block 8, Town of Rico.
Lots 20, 21, 23 and 24, Block 9, Town of Rico.
Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39
and 40, Block 10, Town of Rico.
Lots 3, 4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29,
32, 33 and 34, Block 11, Town of Rico.
Lots 23, 24, 25, 26, 31, 32, 33, 34, 35 and 36, Block 11, Town of Rico.
Lots 12, 13, 14, 15 and 16, Block 13, Town of Rico.
Lots 39 and 40, Block 13, Town of Rico.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 21, 22, 23, 24, 25, 26, 27, 28, North 20 feet of Lot 31, Lots 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 14, Town of Rico.
Lots 33 and 34, Block 15, Town of Rico.
Lots 1, 2, 3, 4, 36 and 38, Block 16, Town of Rico.
Lot 1, 24 and 25, Block 17, Town of Rico.
Lots 14, 15 and 16, Block 18, Town of Rico.
Lots 1, 2, 3, 6, 7, 8, 9, 11, 12, 30, 31, 32, 33, 34, 37, 38, 39 and 40, Block 19, Town
of Rico.
Lots 9, 21, 22, 28, 31, 32, 33, 36, 37 and 38, Block 20, Town of Rico.
Lots 16, 17, 18, 19 and 20, Block 23, Town of Rico.
Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, and 34, Block 24, Town of Rico. Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 35, 36, 37, 38,
39 and 40, Block 25, Town of Rico.
Lots 1, 2, 3, 4, West 80 feet of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
19 and 20, Block 28, Town of Rico.
Lots 1, 2, 3, 4 and 5, Block 29, Town of Rico.
Lots 3, 4, 5 and 6, Block 30, Town of Rico.
Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40,
Block 38, Town of Rico.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 29, 30,
31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 39, Town of Rico. Lots 13 and 38, Block A, Piedmont Addition, Town of Rico.
Lots 1, 2, 4, 5, 6, 7, 10, 11, 12, 14, 15, 16, 17, 20, 21, 25, 26, 27, 28, 29, 30, 31,
32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, Atlantic Cable Subdivision, Town of Rico.
All of the above lots and blocks as per the plats of record in the office of the Clerk
and Recorder. EXCEPT any portion thereof lying in and being used as a State Highway.
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State of Colorado

County of Dolores

(continued on following page)

Schedule A Page 2 No.	BE230816	87-5-67
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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE_A__cont'd.

A tract of land in Commercial Street East of Block 14, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block 14, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 87°53'26" East a distance of 25.00 feet; thence South 02°06'34" East a distance of 110.00 feet; thence South 87°53'26" West a distance of 25.00 feet to the line of Block 14; thence North 02°06'34" West a distance of 110.00 feet along the East line of Block 14 to the point of beginning.

AND

A tract of land at the East End of Mantz Avenue in Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at a point on the South line of Block 29, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., from which point the USLM#1 bears North 13°56'45" East a distance of 959.95 feet; thence South 87°53'26" West a distance of 192.60 feet along the South line of said Block 29; thence South 02°06'34" East a distance of 80.00 feet to the Northwest corner of Block 31; thence North 87°53'26" East a distance of 175.44 feet along the South line of Mantz Avenue; thence North 10°00'00" East a distance of 81.82 feet to the point of beginning.

AND

A tract of land in Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Block 28, Rico Townsite, also being within the NW½ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 02°06'34" West a distance of 80.00 feet to the Southeast Corner of Block 12; thence South 87°53'26" West a distance of 100.00 feet to the Southwest Corner of Lot 20, Block 12; thence South 02°06'34" East a distance of 80.00 feet to the Northwest Corner of Lot 1, Block 28; thence North 87°53'26" East a distance of 100.00 feet to the point of beginning.

County of Dolores State of Colorado

Block 20		Lot 9 Lots 21, 22 Lot 28 Lots 31 through 40
Block 21		Lots I through 4
Block 22		East 1/2 of Lots 17 through
•.		20
Block 23		Lots 5, 6
		Lot 10
Block 24		Lots 16 through 32
DIOCK 24		Lot 31
Block 25		Lots 35, 36 Lots 5, 6
Block 26		Lots 35, 36
Block 29		Lots 1 through 5
Block 38		Lots 21 through 40
Block 39		Lots I through 20
	·•	Lots 28 through 40
Block B	: ;	Lots 8 through 10
		-

Parcels 13, 18, 19, 22, and 24 of the Atlantic Cable Subdivision.

All mineral rights subadjacent to all streets, alleys and utility rights through of through way granted to the Town of Rico or any public utility.

Mineral and surface rights to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, as per the plats and other documents of record in the Office of the Clerk and Recorder of Dolores County:

Block I	Lots 5, 6 Lots 34, 35
Block 3	Lots 31 through 40
Block 5	Lots 12 through 14
Block 9	Lots 20 through 24
Block II	Lots 1, 2
Digen 11	Lots 11, 12
	Lots 30, 31
Block 12	Lots 23 through 26
	Lots 31 through 36
	East 75 feet of Lots 37
	through 40
Block 13	Lots 12 through 16
Block 14	Lots 21 through 23
Block 16	Lots 36, 38
Block 17	Lots 1, 24, 25
Block 18	Lots 14 through 16
Block 19	Lots 21 through 24
	Lots 25, 26
Block 24	Lots 21 through 30
	Lots 32 through 34
Block 25	Lots I through 4
	Lots 7 through 40
Block 28	Lots I through 20
Block 30	Lots 3 through 6
Block A	Lot 13
	Lot 38

THE FOLLOWING LIST OF PROPERTIES ACQUIRED BY THE ANACONDA COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED IN BOOK 193 AT PAGE 324 AND BEING ASSESSED TO ANACONDA MINERALS COMPANY BY THE DOLORES COUNTY ASSESSOR ARE UNINSURABLE AS DESCRIBED. WE HAVE NOTED THE REASONS FOLLOWING EACH DESCRIPTION.

Lots 21-26, inclusive, Block 19, Town of Rico: No record of any transactions. Lies within the boundaries of Smuggler Patented Mining Claim, Survey No. 5912, and will be insured as a part of Smuggler.

Lots 21-34, inclusive, Block 25, Town of Rico: No record of any transactions after Patent to Town of Rico. This property is being assessed by County Assessor but map furnished to us does not show this property as belonging to Anaconda.

Tract A: The location of this property on map in the office of the County Assessor shows this property lying within the area they designate as R.G.S. North.

This is the second description on page 5 of commitment No. BE 230830, Case No. 87-5-97.

Pasadena Reduction Company Tract: No deeds of record following Deed from Town of Rico to Pasadena Reduction Company recorded in Book 10 at page 403.

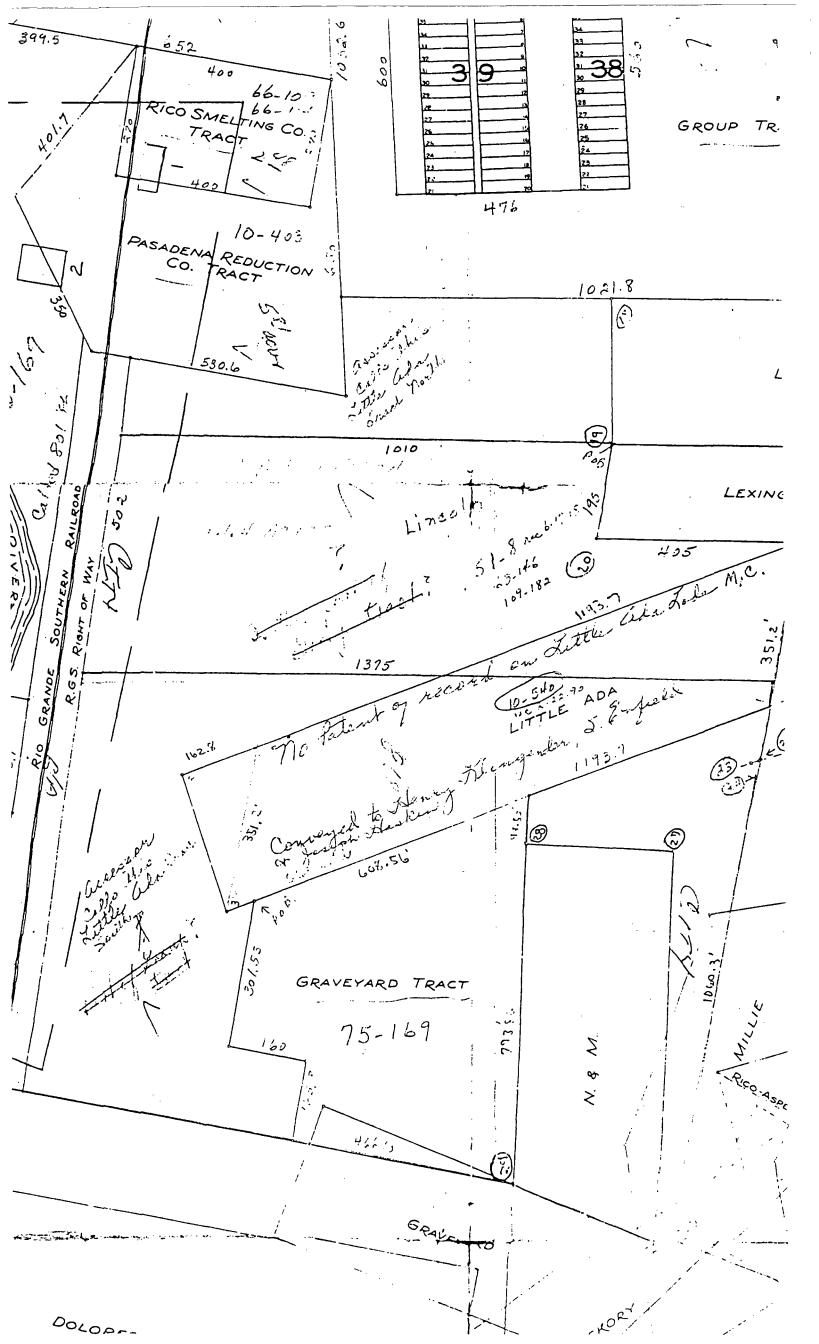
Beam Tract: No deeds of record on surface rights. County Assessor is assessing this with Warner K. Patrick Tract and acreage shown for both tracts is less than the acreage shown on deed for Warner K. Patrick Tract.

Little Ada Tract North: No deeds of record.

Little Ada Tract South: No record of any transactions following Mayor's Deed to Henry Klingender, S. Enfield and Joseph Hoskin recorded in Book 10 at page 540. There are no deeds of record for the area lying west of Graveyard Tract and East of R.G.S.RR R/W and north of south line of Rico which the Assessor designates on their map as Little Ada Tract South. Copy of map used in this office is attached for clarification.

Q TRACT: No record of any transactions following deed recorded January 26, 1893 in Book 1 at page 207. In that deed property was described as: "Lots 35 and 36 in Block lying next South of Block 26, Town of Rico; the said lots being a plot of ground about 100 feet in length by about 50 feet in width and lying about 160 feet South of the south line of Block 26 on the east side of and against Silver Street.

Margaret J. Walls
MONTEZUMA DOLORES TITLE CO.



SUBJECT TO:

ACCESS EASEMENT

An easement for purposes of access in the SW% of Section 36, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, the centerline being more particularly described as follows:

Beginning at a point in the SW¼ of Section 36, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, from which point the SW Corner of said Section 36 bears S.04°03'40"W. a distance of 1796.60 feet;

thence, N.18023'46"W. a distance of 51.50 feet;

thence, N.01°39'01"E. a distance of 111.11 feet;

thence, N.68°29'58"W. a distance of 16.62 feet to the east R/W line of Colorado Highway 145, from which point the SW Corner of said Section 36 bears 5.02°53'26"W. a distance of 1960.22 feet.

Legal Description, Tract I

A tract of land in the Sw¼ of Section 36, T.40N., R.IIW., N.M.P.M., Dolores County, Colorado, being more particularly described as follows:

Beginning at a point in the SW¼ of Section 36, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, from which point the SW Corner of said Section 36 bears S.0044'51"W. a distance of 1614.48 feet;

thence, S.77º41'51"E. a distance of 323.37 feet;

thence, N.36°23'13"E. a distance of 56.71 feet to the SE Corner of Lot 21, Block 39, Town of Rico;

thence, S.87°53'26"W a distance of 160.00 feet along the south line of Lot 21, Block 39, said Town of Rico to the west R/W line of River Street;

thence, N.02°06'34"W. a distance of 190.38 feet along the west R/W line of River Street;

thence, N.77043'49"W. a distance of 138.28 feet;

thence, S.14°01'04"W. a distance of 196.35 feet to the point of beginning, and containing 0.85 acre, more or less.

The following real property situate, lying and being in the County of Dolores, State of Colorado to wit:

A tract of land in the NEW of Section 35, T.40N., R.IIW., N.M.P.M., Dolores County, Colorado, being more particularly described as follows:

Beginning at a point in the NE¼ of Section 35, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, from which point the U.S.L.M. #1 bears N. 66°09'22"E. a distance of 2491.19 ft.; thence, N.11°15'08"W. a distance of 222.47 ft.; thence, N.17°29'00"W. a distance of 100.00 ft.; thence, South, a distance of 93.00 ft.; thence, West a distance of 108.90 ft.; thence, S.16°51'31"W. a distance of 654.55 ft.; thence, N. 88°08'00"E. a distance of 140.40 ft.; thence, N. 30°01'07"E. a distance of 463.45 ft. to the point of beginning and containing 2.81 acres, more or less.

The following real property situate, lying and being in the County of Dolores, State of Colorado to wit:

Easement from Tract H to County Road

An easement for purposes of a roadway in the NE¼ of Section 35, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, being 20 feet in width, and being 10 feet each side of the following centerline:

Beginning at a point in the NE¼ of Section 35, T.40N., R.IIW., N.M.P.M., Dolores County, Colorado, from which point the U.S.L.M. #1 bears N.61°56'30"E. a distance of 3003.79 ft.; thence, S.23°00'W. a distance of 350.00 ft. to the County Road through Hillside Claim, from which point the U.S.L.M. #1 bears N.58°06'00"E. a distance of 3283.39 ft.

The following real property situate, lying and being in the County of Dolores, State of Colorado, to wit:

A tract of land being the East 20 feet of Lots 5 through 20, Block 28, Rico Townsite, as per plats and other documents of record in the Office of the Clerk and Recorder of Dolores County, also being within the NW¼ of Sec. 36, T.40N., R.IIW., N.M.P.M., Dolores County, Colorado, and containing 8,000 square feet, more or less.

The following real property in the County of Dolores, State of Colorado:

A tract or parcel of land No. I of the State of Colorado, Department of Highways, Division of Highways, containing 2.93 acres, more or less, in the SW% of Section 25, Township 40 N., Range II W., of the New Mexico Principal Meridian, in Dolores County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point from which the Northwest corner of said Section 25 bears N.00°38'54"E., a distance of 2780.32 feet;

- 1) Thence S. 89°59'07" E., a distance of 314.90 feet;
- 2) Thence S. 12009'38" W., a distance of 51.13 feet;
- 3) Thence S. 12°09'55" W., a distance of 62.52 feet;
- 4) Thence S. 12°09'23" W., a distance of 78.51 feet;
- 5) Thence S. 11°20'58" W., a distance of 77.56 feet;
- 6) Thence S. 10°32'31" W., a distance of 88.11 feet;

- 7) Thence S. 05°15'27" W., a distance of 125.39 feet;
- 8) Thence S. 02010'43" E., a distance of 83.65 feet;
- 9) Thence S. 05°45'27" E., a distance of 101.09 feet;
- 10) Thence N. 60°57'08" W., a distance of 99.40 feet;
- 11) Thence N. 20°33'03" W., a distance of 450.00 feet;
- 12) Thence North a distance of 190.00 feet, more or less, to the point of beginning.

The above described parcel contains 2.93 acres, more or less.

PATENTED MINING CLAIMS

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

MINERAL SURVEY NUMBER
6726
1956
6796
1255
6191
11583A
15233
6512
3312
1136
1682
367B
10122
8030
5911
1955A
7365
7601
7001
1649
8098
2405
2485 2060
8135
7458
7894
20738
7599
8070
1040
6286 6735
6725 20740
20/40

	·		
Т	LIDE TOP IMBERLINE		
C	OM THUMB CATALPA (1/2 interest) CATSKILL CEREBUS	8071 21923 646888	918 7062 19665
L	(-RAY .ITTLE CASPER GOLIATH		
Ċ	CHESTNUT CLAN CAMPBELL COBBLER	6588 16318 17663	435 1897 5274
0	COLUMBIA CONFIDENCE	10202- 9722	365B 1447
(CONNECTING LINK CONTACT CONFIDENCE	22442 20780	7310 6895
(CORNUCOPIA CREBEC CROSS	32435 18911 7927	11667 6130 940
[D. AND B.B. D.P. DAYTON	25142 14344 23427	8539 1980 2540
[}	DAYTON NO. 2 DUDE DUDESS	33881 22064	11636 7049
{	DURANGO EBY ECLIPSE	9254 24278 23114	1441 7066 7289
{ {	EIGHTY-EIGHT (88) ELLA D. ELLICTT	22232 19106 9764	7348 5659 1536A
I I	ELLIOTT MILLSITE ENTERPRISE ETHELENA (229/256 interest)	9764 28422 18765	1536B 5916 6136
i	EUREKA EUREKA EVENING CALL	11817 28924 29041	1880 6285 8029
(1	EVENING STAR CONTENTION NO. 2 EXCELSIOR	26956 26905	7565 8141
!	EXCELSIOR NO. 2 EXCELSIOR EXCHEQUER PREMIER	9668 17909	1451 A & B 5132
	BOURBON FALCON FLORENCE	· 12270 9667	2151 1452 A & B
!	FRACTION FRANKLIN (3/4 interest) GEM OF BEAUTY	30807 7366 9663	11814 564 1164
. 1	GEN. O. O. HOWARD GENERAL LOGAN GENERAL SHERIDAN	16680 16416 14426	2478 2476 2479
I	GENERAL SHERMAN GERTIE GIPSY	16417 9508 14476	2477 781 2499
	GOLDEN AGE GOLDEN FLEECE GRAND VIEW	34279 14294 6761	5956 2261 383
	GROUP MILLSITE GULCH H.B.	29042 12932 22008	11583B 1513 7013
	E.R.G. (2/3 interest) H.C.P. HALF LOAF HIGHLAND CHIEF	23635 28486	.7548 8017
	LOWLAND CHIEF		

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LITTLE LULU		
LITTLE GEORGE		
SHEHOCTON NANCY HANKS		
LITTLE GEORGE EXTENSION		
G.L.P.		
HAL POINTER		
HARVEY	9129	914
HELEN C.	29929	7977
HIAWATHA	28323	6393
HILLSIDE	23559	7994
HILLSIDE NO. 2		44.0
HOMESTAKE & LITTLE CORA CONSOLIDATED		410
HONDURAS (3/4 interest) HOPE	24157 7929	7843 939
INGERSOLL	11224	413
IRON CAP	14897	1428
IRON ROD	26509	8140
ISABELLE	12321	2039
KEARNEY	17744	5133
KITCHEN	28322	5917
LAST CHANCE LAST CHANCE	1060874	20388
LAST CHANCE	1111573 27745	20567 8622
LAURA	21317	5913
LEAP YEAR	18985	6105
LELIA DAVIS	9765	1256
LILLIE BERNARD	20177	6406
LITTLE CARRIE	35680	6960
LITTLE MAGGIE LONE TREE	10810	1211
LOOKOUT	29858 10462	12303 1683
LOTA	19252	6154
LOTTIE	26323	8223
LUCY	12933	1456
MAID OF AUSTRALIA	14553	1587
MAJOR	6494	384
MAMMOTH MARIQUITA	1107369	20500
MARY	9666 19532	1450 6205
MATCHLESS	21733	6739
MC INTIRE	29857	12302
MELVINA	8551	620
MERRIMAC	8170	926
MERVIN	1115034	20619
MARTHA MILAN	9665	1440
MILLIE	36498	1449 7988
MISSOURI	25321	7898
MOUNTAIN BOY	1062424	20387
MONARCH		
MOUNTAIN MONARCH	10013	1454
MOUNTAIN SPRING	18766	6129
N.A. COWDREY NEW DISCOVERY	20180 10483	6317
NEW YEAR	15070	1461 A & B 1538
NEWMAN	14757	436 A
NIGHT WATCH	23277	5976
NORA LILLEY	12559	1010
ONTARIO	19246	5923
*PASADENA	21176	6434
PAYMASTER PELICAN	8253 6702	997
PERU	6702 9664	363
PHOENIX	6701	1455 362
PIGEON (5/8 interest)	7541	665
PITTSBURGH	7928	941

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PLUTO (1/2 interest) PRINCETON (63/64 interest) REDEEMER RICHMOND RICO RIVERSIDE ROBBER STATE ROGER TICHBORNE ROYAL TIGER S.M.G. SAM PATCH	21101 19530 30264 19395 18415 8918 10126 23828 9859 29831 25545	6985 2258 12304 6338 1859 590 1464 7784 1190 7986 8031
HOME SANTA CLARA SANTA CRUZ SELENIDE SHAMROCK SILVER AGE SILVER BELT ROYAL TURK	7519 25864 36681 20389 40574 27914	664 6132 7459 5832 5831 8020
SILVER CACHE SILVER GLANCE SILVER GLANCE NO. 2	11225 29519	1655 6201
SILVER GLANCE NO. 4 SKEPTICAL NO. 1 SMUGGLER SNOW FLAKE SNOWFLAKE SONG BIRD SOUTH PARK (1/2 interest) STANLEY NO. 1 (2/3 interest)	28485 14292 18913 19248 25700 28294 23203 19393	7976 1900 5912 6216 5909 6392 1563 6095
STANLEY NO. 3 (2/3 interest) STANLEY NO. 2 (5/6 interest) STAR STAR ROUTE STEPHANITE STONY POINT SUN UP SWANSEA SYNDICATE TELEGRAPH THOMPSON TIP TOP TRAILS END DEVIDE	19393 19756 19104 37553 16727 18912 6580 17739 7457 29115 9424 1111727	6095 6199 5970 7980 1489 5910 434 2185 A 780 6394 1248 20568
BLACK HAWK EXTENSION TRIANGLE TRIANGLE UNCLE NED UNDINE VESTAL W. L. STEPHENS WABASH WEDGE WEIMAR WELLINGTON WIDE AWAKE YANKY BOY YELLOW JACKET ZONA K. ZULU	1111575 ·1178833 7747 8132 19531 22919 7492 1111574 20178 14343 19113 21107 6703 26370 9723	20347 20739 915 1090 6252 7017 617 20348 6513 2212 366 6969 364 8228 1457

^{*}Claims acquired through agreements with Lynton and Fahrion

PATENTED MINING CLAIMS

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

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CLAIM NAME	PATENT	NUMBER	MINERAL SURVEY NUMBER
A.B.G.		20385	6726
AETNA *AETNA		11399 21734	1956 6796
IMP	•	21/34	0790
SAW TOOTH		•	
UTE			
ALLEGHANY		9588	1255
ALTA (3/4 interest)		19105	6191
APEX		29042	11583A
ARGENTINE		37834	15233
JAMES G. BLAINE			
CASHIER			
WORLDS FAIR			
HUMBOLDT			
ASPEN		26020	6512
LAST CHANCE			
ATLANTIC CABLE		8072	1136
AVALANCHE		10488	1682
AZTEC MILL SITE		10201	367B 10122
BALD EAGLE CALEDONIA		28874	10122
LITTLE JOHNNY			
BED ROCK		28253	8030
BELL		28159	5911
*BERTHA S.		12118	1955A
BIG BLUE		23558	7365
CROWN POINT			
BARNUM			
BIG STRIKE (1/2 interest)		23428	7601
DENVER (1/2 interest)			
<pre>INDEPENDENT (1/2 interest)</pre>			
BLACK CHIEF	•	10485	1649
BLACK CLOUD		24538	8098
PEWTER DOLLAR		1 4 4 7 7	0.4.0.5
BLACK GEORGE		14477	2485
BLACK HAWK		12183	2060
BLACK NIGHT		26510	8135 7458
BRITTLE SILVER BUCKEYE (1/6 mineral interest;		36682 24156	7456 7894
100% of 3.424 acre surf	300	24130	7034
interest)	ace		
MAC (1/6 mineral interest; 100%	of.		· ·
3.424 acre surface interest			
BUEHLER	,	1178832	20738
BULLION		23279	7599
BURCHARD		27326	8070
HARDSCRABBLE			
LITTLE MAGGIE			
C.H.C.		9213	1040
C.S.H.H.		19757	6286
C.V.G.		20386	6725
CASELTON		1179249	20740
C. H. R.			
SLIDE LITTLE JACK HORNER			
LITTLE JACK BURNER			

SLIDE TOP TIMBERLINE		
TOM THUMB CATALPA (1/2 interest) CATSKILL CEREBUS	8071 21923 646888	918 7062 19665
X-RAY LITTLE CASPER GOLIATH		13000
CHESTNUT CLAN CAMPBELL COBBLER COLUMBIA	6588 16318 17663 10202	435 1897 5274
CONFIDENCE CONNECTING LINK CONTACT	9722 22442 20780	365B 1447 7310 6895
CONFIDENCE CORNUCOPIA CREBEC CROSS	32435 18911	11667 6130
D. AND B.B. D.P. DAYTON	7927 25142 14344 23427	940 8539 1980 2540
DAYTON NO. 2 DUDE DUDESS DURANGO	33881 22064	11636 7049
EBY ECLIPSE EIGHTY-EIGHT (88)	9254 24278 23114 22232	1441 7066 7289 7348
ELLA D. ELLIOTT ELLIOTT MILLSITE ENTERPRISE	19106 9764 9764 28422	5659 1536A 1536B 5916
ETHELENA (229/256 interest) EUREKA EUREKA	18765 11817 28924	6136 1880 6285
EVENING CALL EVENING STAR CONTENTION NO. 2 EXCELSIOR	29041 26956 26905	8029 7565 8141
EXCELSIOR NO. 2 EXCELSIOR EXCHEQUER	9668 17909	1451 A & B 5132
PREMIER BOURBON FALCON FLORENCE	· 12270 9667	2151
FRACTION FRANKLIN (3/4 interest) GEM OF BEAUTY	30807 7366 9663	1452 A & B 11814 564 1164
GEN. O. O. HOWARD GENERAL LOGAN GENERAL SHERIDAN GENERAL SHERMAN	16680 16416 14426 16417	2478 2476 2479 2477
GERTIE GIPSY GOLDEN AGE	9508 14476 34279	781 2499 5956
GOLDEN FLEECE GRAND VIEW GROUP MILLSITE GULCH	14294 6761 29042 12932	2261 383 11583B 1513
H.B. E.R.G. (2/3 interest) H.C.P.	22008 23635	7013
HALF LOAF HIGHLAND CHIEF LOWLAND CHIEF	28486	8017

LITTLE LULU LITTLE GEORGE SHEHOCTON NANCY HANKS LITTLE GEORGE EXTENSION G.L.P. HAL POINTER HARVEY HELEN C. HIAWATHA HILLSIDE HILLSIDE NO. 2	9129 29929 28323 23559	914 7977 6393 7994
HOMESTAKE & LITTLE CORA CONSOLIDATED HONDURAS (3/4 interest) HOPE INGERSOLL IRON CAP IRON ROD ISABELLE KEARNEY KITCHEN LAST CHANCE LAST CHANCE LAST CHANCE LAURA LEAP YEAR LELIA DAVIS LILLIE BERNARD LITTLE CARRIE LITTLE MAGGIE LONE TREE LOOKCUT LOTA LOTTIE LUCY MAID OF AUSTRALIA MAJOR MAMMOTH MARIQUITA MARY MATCHLESS MC INTIRE MELVINA	14903 24157 7929 11224 14897 26509 12321 17744 28322 1060874 1111573 27745 21317 18985 9765 20177 35680 10810 29858 10462 19252 26323 12933 14553 6494 1107369 9666 19532 21733 29857 8551	410 7843 939 413 1428 8140 2039 5133 5917 20388 20567 8622 5913 6105 1256 6406 6960 1211 12303 1683 6154 8223 1456 1587 384 20500 1450 6205 6739 12302 620
MERRIMAC MERVIN MARTHA	8170 1115034	926 20619
MILAN MILLIE MISSOURI MOUNTAIN BOY MONARCH	9665 36498 25321 1062424	1449 7988 7898 20387
MOUNTAIN MONARCH MOUNTAIN SPRING N.A. COWDREY NEW DISCOVERY NEW YEAR NEWMAN NIGHT WATCH NORA LILLEY ONTARIO *PASADENA PAYMASTER PELICAN PERU PHOENIX PIGEON (5/8 interest) PITTSBURGH	10013 18766 20180 10483 15070 14757 23277 12559 19246 21176 8253 6702 9664 6701 7541	1454 6129 6317 1461 A & B 1538 436 A 5976 1010 5923 6434 997 363 1455 362 665 941

PLUTO (1/2 interest) PRINCETON (63/64 interest) REDEEMER RICHMOND RICO RIVERSIDE ROBBER STATE ROGER TICHBORNE ROYAL TIGER S.M.G. SAM PATCH HOME	21101 19530 30264 19395 18415 8918 10126 23828 9859 29831 25545	6985 2258 12304 6338 1859 590 1464 7784 1190 7986 8031
SANTA CLARA SANTA CRUZ SELENIDE SHAMROCK SILVER AGE SILVER BELT ROYAL TURK	7519 25864 36681 20389 40574 27914	664 6132 7459 5832 5831 8020
SILVER CACHE SILVER GLANCE SILVER GLANCE NO. 2	11225 29519	1655 6201
SILVER GLANCE NO. 4 SKEPTICAL NO. 1 SMUGGLER SNOW FLAKE SNOWFLAKE SONG BIRD SOUTH PARK (1/2 interest) STANLEY NO. 1 (2/3 interest)	28485 14292 18913 19248 25700 28294 23203 19393	7976 1900 5912 6216 5909 6392 1563 6095
STANLEY NO. 3 (2/3 interest) STANLEY NO. 2 (5/6 interest) STAR STAR ROUTE STEPHANITE STONY POINT SUN UP SWANSEA SYNDICATE TELEGRAPH THOMPSON TIP TOP TRAILS END	19393 19756 19104 37553 16727 18912 6580 17739 7457 29115 9424	6095 6199 5970 7980 1489 5910 434 2185 A 780 6394 1248 20568
DEVIDE BLACK HAWK EXTENSION TRIANGLE TRIANGLE UNCLE NED UNDINE VESTAL W. L. STEPHENS WABASH WEDGE WEIMAR WELLINGTON WIDE AWAKE YANKY BOY YELLOW JACKET ZONA K. ZULU	1111575 1178833 7747 8132 19531 22919 7492 1111574 20178 14343 19113 21107 6703 26370 9723	20347 20739 915 1090 6252 7017 617 20348 6513 2212 366 6969 364 8228 1457

^{*}Claims acquired through agreements with Lynton and Fahrion

UNPATENTED MINING CLAIMS

THE FOLLOWING DESCRIBED UNPATENTED LODE MINING CLAIMS LOCATED IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 10 WEST; SECTIONS 1 AND 2, TOWNSHIP 39 NORTH, RANGE 11 WEST; SECTIONS 19, 20, 29-32, TOWNSHIP 40 NORTH, RANGE 10 WEST; AND SECTIONS 13, 14, 23-26, 35 AND 36, TOWNSHIP 40 NORTH, RANGE 11 WEST, NEW MEXICO PRINCIPAL MERIDIAN, PIONEER MINING DISTRICT, DOLORES COUNTY, STATE OF COLORADO, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDI BOOK		BLM SERIAL NUMBER
Ace	58	150	CMC 138927
ACE (AMENDED)	123	275	040 120000
Alma	11	191	CMC 138928
Alma	4	147	CMC 138929
Alma	21	469	CMC 138930 CMC 138931
Alma	31 21	488 321	CMC 138931 CMC 138932
Amazon AMAZON (AMENDED)	125	204	CMC 130932
Anaconda	21	419	CMC 138933
Anita	58	34	CMC 138934
Artic	31	548	CMC 138935
Arctic (AMENDED)	122	415	0110 100300
AUGUST	67	376	CMC 138936
В & В	58	21	CMC 138937
Barney McCoy	21	212	CMC 138938
Beulah	31	489	CMC 138939
Bonaventure	42	22	CMC 138940
Brewer	31	483	CMC 138941
Bull Elk	58	107	CMC 138942
Canton	31	478	CMC 138944
Carrere	42	318	CMC 138945
Christmas (NMENDED)	42	22	CMC 138947
Christmas (AMENDED)	26 31	543	CMC 120040
City View Concordia	21	540 385	CMC 138948 CMC 138950
Dawson	58	128	CMC 138953
De Coar	21	327	CMC 138954
Deuce	58	149	CMC 138955
DEUCE (AMENDED)	123	274	0.10 20000
Doloresrico	114	. 260	CMC 138956
Duncan	21	568	CMC 138957
Duncan (AMENDED)	26	455	
Earl Arthur	38	39	CMC 138958
E G Eyre	58	40	CMC 138960
Elk Horn	58	107	CMC 138961 .
EIK HORN NO. I	58	108	CMC 138962
Ellis	31	485	CMC 138963
Florr	. 58	40	CMC 138965
Fortune	21	567	CMC 138966
Fortune (AMENDED)	26	454	200
Fraction (AMENDED)	185	396	CMC 101891
Fraction No. 2	31 31	531 477	CMC 138967
Gertrude "Godet"	42	335	CMC 138968
Godet (AMENDED)	122	335 417	CMC 138969
Group Tunnel Site	11	140-141	CMC 138970
Hauser	42	314	CMC 138970 CMC 138972
Headley	21	489	CMC 138972
Heibernia	31	472	CMC 138973
Hidden Treasurer	58	191	CMC 138975
HIDDEN TREASURE NO. 1	71	402	CMC 138976
	· -		0.10 100070

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Hunt	31	483	CMC 138977
Hunter	58	179	CMC 138978
I GOT IT	75	232	CMC 138978
James Edward	58	39	CMC 138980
Jane	31	483	CMC 138981
	21	404	CMC 138982
Job Cooper (AMENDED)	122	452	
Joyce Country	21	298	CMC 138983
Joyce Country (AMENDED)	26	147	
Jumbo No. 2	31	121	CMC 138985
Jumbo No. 3 Katherine	31	227	CMC 138986
Katherine	58	150	CMC 138987
• • • • • • • • • • • • • • • • • • •	42	165	CMC 138988
Lance	31	541	CMC 138990
Leo No. 2	31	480	CMC 138994
Leo No. 3	31	479	CMC 138995
Lexington Tunnel Lode No. 18		475 142	CMC 138996 CMC 138997
Lexington Tunnel-Site		408	
Lexington Tunnel Lode No. 1	21	440	CMC 138998
Lillia D. LILLIA D. (AMENDED)	130	127	CMC 138999
Lillian	42	88	CMC 139000
Linthicum	42	317	CMC 139001
Little Byron	42	396	CMC 139001
Lockhart	31	468	CMC 139003
Long Night	58	226	CMC 139005
L. S. Wood	31	127	CMC 138989
Luzon	21	541	CMC 139006
M & K	31	20	CMC 139007
Madame De Farge	21	453	CMC 139008
MADAM DE FARGÉ (AMENDED)	130	129	
Manila	31	540	CMC 139009
Maud Marshall	21	387	CMC 139010
McCloskey	31	481	CMC 139011
McKelvy	31	479	CMC 139012
Mediterranean Tunnel Site	11	308	CMC 139013
Meyer	42	316	CMC 139014
Montezuma No. 2	21	373	CMC 139016
MOSSDACK	58	194	CMC 139018
N & M	21	292	CMC 139020
McKelvy Mediterranean Tunnel Site Meyer Montezuma No. 2 Mossback N & M Nutmeg Nutmeg (AMENDED)	42 122	538 418	CMC 139021
O.K.	21	418	CMC 120022
Onhin	42	439	CMC 139022 CMC 139025
Ophir Ophir (AMENDED) Oversight	46	475	CMC 139025
Oversight	42	532	CMC 139026
Oversight (AMENDED)	46	512	5116 133020
		314	CMC 139027
Potter Primero Pro Patria	21	309	CMC 139028
Pro Patria	31	22	CMC 139029
Pro Patria lunnel Site	ΤŢ	149	CMC 139030
Pro Patria No. 7 Pro Patria No. 8 Pro Patria No. 9	31	566	CMC 139031
Pro Patria No. 8	31	566	CMC 139032 ·
	31	567	CMC 139033
Pro Patria No. 10	31		CMC 139034
Pro Patria No. 11	31	568	CMC 139035
rrotection	JΙ	486	CMC 139036
Protection #1	42 42	557 558	CMC 139037
Protection No. ?	42 42	558 557	CMC 139038
Protection =4	42 42	557 556	CMC 139039
Protection #2 Protection No. 3 Protection #4 Ramco No. 1	42 58	188	CMC 139040 CMC 139041
Ramco No. 2	58	189	CMC 139041 CMC 139042
RAMCO No. 2 (AMENDED)	130	124	000 133045
Ramco No. 3	58	189	CMC 139043
Ramco No. 4	58	190	CMC 139044
RAMCO No. 4 (AMENDED)	130	123	
Ramco No. 5	58	190	CMC 139045

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RAMCO No. 5 (AMENDED)	130	122	
Ramco No. 6 RAMCO No. 6 (AMENDED)	58 130	191 121	CMC 139046
Ramco #7	58	225	CMC 139047
Ramco #8	58 58	228	CMC 139048
Ramco #9 RAMCO No. 9 (AMENDED)	58 122	225 408	CMC 139049
RAMCO No. 10	75	193	CMC 139050
Ramco #11 RAMCO No. 11 (AMENDED)	76 122	374 409	CMC 139051
Ramco No. 12	122	410	CMC 139052
Ramco No. 13	122	411	CMC 139053
Ramco No. 14 RAMCO No. 15	122 122	412 413	CMC 139054 CMC 139055
RAMCO No. 16	122	414	CMC 139056
RAMCO 16A (AMENDED)	203 122	158-160 483	CMC 139057
Ramco 17 Ramco 18	122	484	CMC 139057 CMC 139058
Ramco 19	122	485	CMC 139059
Ramco 20 Ramco No. 21	122 128	486 297	CMC 139060 CMC 139061
RAMCO No. 22	129	128	CMC 139062
Ramco 23 RAMCO NO. 24	130 130	120 119	CMC 139063 CMC 139064
RAMCO No. 25	130	118	CMC 139065
RAMCO No. 26	130	117	CMC 139066
RAMCO 27 RAMCO 28	148 148	499 500	CMC 139067 CMC 139068
RAMCO 29	149	. 1	CMC 139069
RAMCO 30 RAMCO 31	149 149	2 3	CMC 139070 CMC 139071
RAMCO 32	149	4	CMC 139072
RAMCO 33 RAMCO 34	149 149	5 6 7	CMC 139073 CMC 139074
RAMCO 35	149	7	CMC 139074
RAMCO 36	149	8 9	CMC 139076
RAMCO 37 RAMCO 38	149 149	9 10	CMC 139077 CMC 139078
RAMCO 39	149	11	CMC 139079
RAMCO 40 RAMCO 41	149 149	12 13	CMC 139080 CMC 139081
RAMCO 42	149	14	CMC 139081 CMC 139082
RAMCO 43	149	15	CMC 139083
Rider Robert E. Lee	31 4	484 498	CMC 139085 CMC 139086
Rocky Mountain	42	164	CMC 139087
ROCKY MOUNTAIN (AMENDED) Sachem	130 58	125 130	CMC 139088
Salt Lake	42	438	CMC 139089
Salt Lake (AMENDED) Scotland	46 31	475 478	CMC 130000
, SEPTEMBER	71	403	CMC 139090 CMC 139091
Sewickley	31	481	CMC 139092
Sheard (AMENDED)	42 · 129	315 441	CMC 139093
Shipman Fraction	42	317	CMC 139094
Shorty (amonded)	42	438	CMC 139096
Shorty (amended) Shorty (amended)	46 58	15 223	
Silver treek	58	33	CMC 139098
Silver Swan Sinaloa	58 42	129 534	CMC 139099 CMC 139100
Sinaloa (AMENDED)	122	450	Cuic 123100
Skyline Slide	58 31	193 530	CMC 139101
	21	539 284	CMC 139102 CMC 139104
Sundown	31	1	CMC 139107
Sundown	42	247	CMC 139108

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RAN 14	202	267	CMC 184746
RAN 15	189	445	CMC 147740
RAN 16	189	446	CMC 147702 CMC 147703
RAN 17	189	447	
RAN 18	189		CMC 147704
RAN 23	189	448	CMC 147705
RAN 24		452	CMC 147710
RAN 25	189	453	CMC 147711
	189	454	CMC 147712
RAN 26	189	456	CMC 147713
RAN 27	189	457	CMC 147714
RAN 28	189	458	CMC 147715
RAN 29	189	459	CMC 147716
RAN 30	189	460	CMC 147717
RAN 31	189	461	CMC 147718
RAN 32	189	462 .	CMC 147719
RAN 33 A Fr.	202	268	CMC 184747
RAN 40	189	470	CMC 147727
RAN 41	189	471	CMC 147728
RAN 42	189	472	CMC 147729
RAN 52	189	482	CMC 147739
RAN 53	189	483	CMC 147740
RAN 54	189	484	CMC 147741
RAN 55	189	485 ·	CMC 147742
RAN 56	189	486	CMC 147743
RAN 57	189	487	CMC 147744
RAN 78	190	276	CMC 152713
RAN 79	190	277	CMC 152714
RAN 80	190	278	CMC 152715
RAN 81 A Fr.	202	269	CMC 184748
RAN 86	189	511	CMC 147768
RAN 86 (AMENDED)	202	261-262	0.10 177700
RAN 87	190	280	CMC 152717
RAN 87 (AMENDED)	202	263-264	0.10 102/1.
,		200 201	

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UNPATENTED MINING CLAIMS

THE FOLLOWING DESCRIBED UNPATENTED LODE MINING CLAIMS LOCATED IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 10 WEST; SECTIONS 1 AND 2, TOWNSHIP 39 NORTH, RANGE 10 WEST; AND SECTIONS 19, 20, 29-32, TOWNSHIP 40 NORTH, RANGE 10 WEST; AND SECTIONS 13, 14, 23-26, 35 AND 36, TOWNSHIP 40 NORTH, RANGE 11 WEST, NEW MEXICO PRINCIPAL MERIDIAN, PIONEER MINING DISTRICT, DOLORES COUNTY, STATE OF COLORADO, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDI BOOK	NG DATA PAGE	BLM SERIAL NUMBER
Ace	58	150	CMC 138927
ACE (AMENDED)	123	275	040 10000
Alma	11	191	CMC 138928
Alma	4	147	CMC 138929
Alma	21	469	CMC 138930
Alma	31	488	CMC 138931
Amazon (AMENDER)	21	321	CMC 138932
AMAZON (AMENDED)	125	204	046 120022
Anaconda	21	419	CMC 138933
Anita	58	34	CMC 138934
Artic	31	548	CMC 138935
Arctic (AMENDED)	122	415	040 120026
AUGUST	67 50	376	CMC 138936
B & B	58	21	CMC 138937
Banney McCoy	21	212	CMC 138938
Beulah	31	489	CMC 138939
Bonaventure	42	22	CMC 138940
Brewer	31	483	CMC 138941
Bull Elk	58	107	CMC 138942
Canton	31	478	CMC 138944
Carrere	42	318	CMC 138945
Christmas (AMENDED)	42	22	CMC 138947
Christmas (AMENDED)	26	543	.
City View	31	540	CMC 138948
Concordia	21	385	CMC 138950
Dawson	58	128	CMC 138953
De Coar	21	327	CMC 138954
Deuce	58	149	CMC 138955
DEUCE (AMENDED)	123	274	0.00 100054
Doloresrico	114	. 260	CMC 138956
Duncan	21	568	CMC 138957
Duncan (AMENDED)	26	455	046 120050
Earl Arthur	38	39	CMC 138958
E G Eyre	58	40	CMC 138960
Elk Horn	58	107	CMC 138961
Elk Horn No. 1	58	108	CMC 138962
Ellis	31	485	CMC 138963
Florr	. 58	40	CMC 138965
Fortune (AMENDER)	21	567	CMC 138966
Fortune (AMENDED)	26	454	• • • • •
Fraction (AMENDED)	185	. 396	CMC 101891
Fraction No. 2	31	531	CMC 138967
Gertrude	31	477	CMC 138968
"Godet"	42	335	CMC 138969
Godet (AMENDED)	122	417	_
Group Tunnel Site	11	140-141	CMC 138970
Hauser	42	314	CMC 138972
Headley	21	489	CMC 138973
Heibernia	31	472	CMC 138974
Hidden Treasurer	58	191	CMC 138975
HIDDEN TREASURE NO. 1	71	402	CMC 138976

Hunt Hunter	31 58	483 179	CMC 138977 CMC 138978
I GOT IT	75	232	CMC 138979
James Edward Jane	58 31	39 483	CMC 138980 CMC 138981
Job Cooper	21 122	404 452	CMC 138982
Job Cooper (AMENDED) Joyce Country Joyce Country (AMENDED)	21 26	298 147	CMC 138983
Jumbo No. 2	31	121	CMC 138985
Jumbo No. 3	31 58	227 • 150	CMC 138986 CMC 138987
Katherine Klondyke	42	165	CMC 138988
Lance	31	541	CMC 138990
Leo No. 2 Leo No. 3	31 31	480 479	CMC 138994 CMC 138995
Lexington Tunnel Lode No. 18	31	475	CMC 138996
Lexington Tunnel-Site	11	142	CMC 138997
Lexington Tunnel Lode No. 1 Lillia D.	21 21	408 440	CMC 138998 CMC 138999
LILLIA D. (AMENDED)	130	127	GNC 130333
Lillian	42	88	CMC 139000
Linthicum Little Byron	42 42	317 396	CMC 139001 CMC 139002
Lockhart	31 .	468	CMC 139003
Long Night	58	226	CMC 139005
L. Š. Wood Luzon	31 21	127 541	CMC 138989 CMC 139006
M & K	31	20	CMC 139007
Madame De Farge MADAM DE FARGE (AMENDED)	21 130	453 129	CMC 139008
Manila	31	540	CMC 139009
Maud Marshall	21	387	CMC 139010
McCloskey McKelvy	31 31	481 479	CMC 139011 CMC 139012
Mediterranean Tunnel Site	11	308	CMC 139013
Meyer Montezuma No. 2	42 21	316 373	CMC 139014 CMC 139016
Mossback	58	194	CMC 139018
N & M	21	292	CMC 139020
Nutmeg Nutmeg (AMENDED)	42 122	538 418	CMC 139021
0.K.	21	407	CMC 139022
Ophir Ophir (AMENDED)	42 46	439 475	CMC 139025
Oversight	42	532	CMC 139026
Oversight (AMENDED) Potter	46 42	512 314	CMC 139027
Primero	21	309	CMC 139027
Pro Patria Tunnol Sita	31	22	CMC 139029
Pro Patria Tunnel Site Pro Patria No. 7	11 31	149 566	CMC 139030 CMC 139031
Pro Patria No. 8	31	566	CMC 139032
Pro Patria No. 9 Pro Patria No. 10	31 31	567 567	CMC 139033
Pro Patria No. 11	31	568	CMC 139034 CMC 139035
Protection	31	486	CMC 139036
Protection #1 Protection #2	42 42	557 558	CMC 139037 CMC 139038
Protection No. 3	42	557	CMC 139039
Protection ∓4 Ramco No. 1	42 58	556 188	CMC 139040
Ramco No. 2	58	189	CMC 139041 CMC 139042
RAMCO No. 2 (AMENDED) Ramco No. 3	130	124	
Ramco No. 4	58 58	189 190	CMC 139043 CMC 139044
RAMCO No. 4 (AMENDED)	130	123	
Ramco No. 5	53	190	CMC 139045

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RAMCO N	lo. 5 (AMENDED)	130	122	
Ramco N RAMCO N	lo. 6 lo. 6 (AMENDED)	58 130	191 121	CMC 139046
Ramco fi Ramco fi Ramco fi	7 8 9	58 58 58	225 228 225	CMC 139047 CMC 139048 CMC 139049
RAMCO N RAMCO M Ramco #	lo. 10` 11	122 75 76	408 193 374	CMC 139050 CMC 139051
Ramco M Ramco M Ramco M RAMCO M RAMCO M	No. 13 No. 14 No. 15 No. 16	122 122 122 122	409 410 411 412 413 414	CMC 139052 CMC 139053 CMC 139054 CMC 139055 CMC 139056
Ramco : Ramco : Ramco : Ramco : Ramco : RAMCO : Ramco :	18 19 20 No. 21 No. 22	203 122 122 122 122 128 129 130	158-160 483 484 485 486 297 128 120	CMC 139057 CMC 139058 CMC 139059 CMC 139060 CMC 139061 CMC 139062 CMC 139063
RAMCO I RAMCO I RAMCO I RAMCO I RAMCO I RAMCO I RAMCO I	No. 25 No. 26 27 28 29 30	130 130 130 148 148 149 149	119 118 117 499 500 1 2 3	CMC 139064 CMC 139065 CMC 139066 CMC 139067 CMC 139068 CMC 139069 CMC 139070 CMC 139071
RAMCO RAMCO RAMCO RAMCO RAMCO RAMCO	33 34 35 36 37 38	149 149 149 149 149	5 6 7 8 9 10	CMC 139072 CMC 139073 CMC 139074 CMC 139075 CMC 139076 CMC 139077 CMC 139078
	40 41 42	149 149 149 149 149 31 4	11 12 13 14 15 484 498 164	CMC 139079 CMC 139080 CMC 139081 CMC 139082 CMC 139083 CMC 139085 CMC 139086 CMC 139087
ROCKY Sachem Salt L	MOUNTAIN (AMENDED) ake	130 58 42	125 130 438	CMC 139088 CMC 139089
Scotla SEPTEM Sewick Sheard	BER ley	46 31 71 31 42 129	475 478 403 481 315 441	CMC 139090 CMC 139091 CMC 139092 CMC 139093
Shipma Shorty Shorty	n Fraction (amended)	42 42 46	317 438 15	CMC 139094 CMC 139096
Silver Silver Sinalo	Swan	58 58 58 42 122	223 33 129 534 450	CMC 139098 CMC 139099 CMC 139100
Skylin Slide Snowfl Sundow Sundow	e ake n	58 31 21 31 42	193 539 284 1 247	CMC 139101 CMC 139102 CMC 139104 CMC 139107 CMC 139108

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• Sunnyside	42	332	CMC 139110
Teller	31	486	CMC 139111
Toll	31	482	CMC 139113
T. J.	31	485	CMC 139114
Twilight	58	128	CMC 139115
Tyde	31	475	CMC 139116
	42 58	439 223	CMC 139117
Uinta (AMENDED) U. S. No. 1	58 58	17	CMC 139118
U. S. No. 1 (AMENDED)		493	GNG 133118
U. S. No. 2	58	17.	CMC 139119
U. S. NO. 2 (AMENDED)	126	494	0.10
Vaile	31	484	CMC 139121
Virginia	42	164	CMC 139122
VIRGINIA (AMENDED)	130	128	0.40 100100
Wallach	42	316	CMC 139123
Wamba	58 42	129 2	CMC 139124 CMC 139126
William J. Bryan Williams	31	482	CMC 139120 CMC 139127
Wilson	31	480	CMC 139127 CMC 139128
Wittle	42	89	CMC 139129
Wolcott	31	487	CMC 139130
Ysabel	31	548	CMC 139132
Ysabel (AMENDED)	122	416	
Zig Zag	42	546	CMC 139133
ZIG ZAG (AMENDED)	130	126	ONC 120124
Zimmerman A.B.R.	42 31	315 189	CMC 139134 CMC 138926
California	31	188	CMC 138928 CMC 138943
Chance	31	356	CMC 138946
Compromise	21	396	CMC 138949
Contention	21	292	CMC 138951
D.H.M.	31	188	CMC 138952
87 5-4 Paris	31	147	CMC 138959
Fat Boy Graveyard	21 21	331 335	CMC 138964
Jumbo	21	242	CMC 138971 CMC 138984
Last Oppertunity	31	401	CMC 138991
Lean Boy	21	380	CMC 138992
Leo	31	321	CMC 138993
Lone	26	192	CMC 139004
Montezuma	31	130	CMC 139015
Mikado N & G	21 21	313 284	CMC 139017
Old Discovery	26	101	CMC 139019 CMC 139023
Old Hickory	21	505	CMC 139024
Revenue	21	386	CMC 139084
Shouldn't Wonder	31	322	CMC 139095
Silver	31	31	CMC 139097
Smugler Snow Shoe	31	1	CMC 139103
Sulphate	21 21	314 313	CMC 139105
Sundown	4	255	CMC 139106 CMC 139109
Tercero	21	339	CMC 139109 CMC 139112
U. S. Grant	4	61	CMC 139120
Wheeler	31	410	CMC 139125
Wonder	31	247	CMC 139131
RAN 3	189	433	CMC 147690
RAN 4	189	434	CMC 147691
RAN 5 RAN 6	189	435	CMC 147692
RAN 7	189 189	436 437	CMC 147693
RAN 8	189	437	CMC 147694 CMC 147695
RAN 9	189	439	CMC 147695 CMC 147696
RAN 10	189	440	CMC 147697
RAN 11	202	265	CMC 184744
RAN 12	202	266	CMC 184745
RAN 13	189	443	CMC 147700

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RICO PROPERTY ACREAGE AND EXHIBIT

Below are the figures for Rico acreage. The exact acreage is impossible to calculate due to the overlapping of patented and unpatented claims. Claim acreage figures were calculated from location certificates. Lot acreages were taken from tax bills.

Fee Ownership		Mineral	Surface
Patented Claims* 100% Interest (Surface & Mineral) Partial Interest	226 Claims 21 Claims	1858.155 Acres 167.230 Gross Acres 96.836 Net Acres	
Segregated Lands within San Juan National Forest		807.000 Net Acres	807,000 Acres
Townsite Lots of 25' x 100' Each Mineral Interest Only Surface & Mineral Interest Surface Only	100 Lots 332 Lots 7 Lots	5.610 Gross Acres 5.610 Net Acres 18.972 Acres	18.972 Acres .402 Acres
Atlantic Cable Subdivision Parcels Mineral Interest Only Surface & Mineral Interest	5 Parcels 35 Parcels	.710 Gross Acres .710 Net Acres 7.837 Acres	7.837 Acres
Tracts Adjacent to Townsite	25 Tracts	105.611 Acres	105.611 Acres
Total held by Anaconda		2,900.731 Net Acres	2912.049 Acres
Other Ownership			
Unpatented Claims	252 Claims	3888.492 Acres	

^{*}Included in the patented claims totals are three claims that are being acquired through two purchase agreements. A 50% interest in being acquired from Lynton with payments of \$13,832.70 due annually on June 8 through 1991. A 50% interest is being acquired from Fahrion with payments of \$15,000.00 due annually on September 1 through 1990.

SEGREGATED LANDS

The following described patented fee lands located in Dolores County, State of Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 41 North, Range 10 West

Section 14:

SW14 NE14

Section 35:

NW14 SE14 SE14 NW14

E½ SW¼

Township 41 North, Range 9 West

Section 31: N%

Township 40 North, Range 10 West

Section 2:

NE% NW% E% SE%

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at Page 79.

The following described patented fee lands located in Dolores County, Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 40 North, Range 10 West

Section 20:

SW¼ SE¼

Section 29:

NY NEW

NE% NW%

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at Page 103.

Block 20	·	Lot 9 Lots 21, 22 Lot 28 Lots 31 through 40
Block 21		Lots I through 4
Block 22		East 1/2 of Lots 17 through 20
Block 23		Lots 5, 6 Lot 10
		Lots 16 through 32
Block 24		Lot 31
0		Lots 35, 36
Block 25		Lots 5, 6
Block 26		Lots 35, 36
Block 29		Lots 1 through 5
Block 38		Lots 21 through 40
Block 39		Lots I through 20
Plant P	:	Lots 28 through 40
Block B	•	Lots 8 through 10

Parcels 13, 18, 19, 22, and 24 of the Atlantic Cable Subdivision.

All mineral rights subadjacent to all streets, alleys and utility rights through of through way granted to the Town of Rico or any public utility.

Mineral and surface rights to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, as per the plats and other documents of record in the Office of the Clerk and Recorder of Dolores County:

	Lots 5, 6 Lots 34, 35
Block 3 Block 5 Block 9 Block 11	Lots 31 through 40 Lots 12 through 14 Lots 20 through 24 Lots 1, 2 Lots 11, 12
Block 12	Lots 30, 31 Lots 23 through 26 Lots 31 through 36 East 75 feet of Lots 37
Block 13 Block 14 Block 16 Block 17 Block 18 Block 19	through 40 Lots 12 through 16 Lots 21 through 23 Lots 36, 38 Lots 1, 24, 25 Lots 14 through 16 Lots 21 through 24 Lots 25, 26 Lots 21 through 30 Lots 32 through 34 Lots 1 through 4 Lots 7 through 40 Lots 1 through 20
Block 30 Block A	Lots 3 through 6 Lot 13 Lot 38

Tract A Tract B Tract C Tract D R.G.S. North (Tract 1) Max Boehmer Tract Rico Smelting Co. Tract A.E. Arms Tract Pasadena Mill Property and North A.E. Arms Tract South A.E. Arms Tract Tremble Tract Roys Tract (excluding .813 acres deeded to Dolores County) R.G.S. Tract South Winkfield Tract Graveyard Tract F.G. Day Tract Warner K. Patrick Tract Pasadena Reduction Tract Group Tract Rio Grande Raiiroad Right of Way Beam Tract Little Ada N. Tract Little Ada South Tract

Q Tract

Tracts received from town of Rico by conveyance recorded in Book 187 at Pages 40 through 42.

Parcels I through 7, 10 through 12, 14 through 17, 20, 21, 23, and 25 through 42 of the Atlantic Cable Subdivision.

Tract A Tract B

Tract C

Tract D

R.G.S. North (Tract I)

Max Boehmer Tract

Rico Smelting Co. Tract

A.E. Arms Tract

Pasadena Mill Property and North A.E. Arms Tract

South A.E. Arms Tract

Tremble Tract

Roys Tract (excluding .813 acres deeded to Dolores County)
R.G.S. Tract South

Winkfield Tract

Graveyard Tract

F.G. Day Tract Warner K. Patrick Tract Pasadena Reduction Tract

Group Tract Rio Grande Railroad Right of Way

Beam Tract

Little Ada N. Tract

Little Ada South Tract

Q Tract

Tracts received from town of Rico by conveyance recorded in Book 187 at Pages 40 through 42.

Parcels 1 through 7, 10 through 12, 14 through 17, 20, 21, 23, and 25 through 42 of the Atlantic Cable Subdivision.

The following described property,* identified by Block and Lot, all located within the Rico Townsite, County of Dolores, State of Colorado, as per plat of record for the town of Rico in the Office of the Dolores County Clerk and Recorder:

Block	l			Lots 3, 4 Lots 17 through 20 Lots 21, 22 Lots 36 through 40
Block Block			•	Lots 9 through 12 Lots 4, 5 Lots 39, 40
Block	6	Þ		Lots 31, 32 Lots 39, 40
Block Block			•	Lots 19, 20 Lots 17 through 20 Lots 21 through 26 Lots 29 through 40
Block	11			Lots 3, 4 Lots 13 through 20 Lots 21 through 23 Lots 24 through 29 Lots 32 through 34
Block Block				Lots 39, 40 Lots 1 through 8 Lots 12 through 16 Lots 24 through 28 No. 20' of Lot 31 Lots 32 through 40
Block Block Block	16			Lots 33, 34 Lots I through 4 Lots I through 3 Lots 6 through 9 Lots II, I2 Lots 30 through 34 Lots 37 through 40
Block	20			Lot 9 Lots 21, 22 Lot 28 Lots 31 through 33 Lots 36 through 38
Block Block Block Block	29 38			Lots 16 through 20 Lots 1 through 5 Lots 21 through 40 Lots 1 through 20 Lots 28 through 40

^{*}Surface Only

The following described property,* identified by Block and Lot, all located within the Rico Townsite, County of Dolores, State of Colorado, as per plat of record for the town of Rico in the Office of the Dolores County Clerk and Recorder:

Block	1			Lots 3, 4 Lots 17 through 20 Lots 21, 22 Lots 36 through 40
Block Block				Lots 9 through 12 Lots 4, 5 Lots 39, 40
Block	6	:		Lots 31, 32
Block Block			:	Lots 39, 40 Lots 19, 20 Lots 17 through 20 Lots 21 through 26 Lots 29 through 40
Block	11			Lots 3, 4 Lots 13 through 20 Lots 21 through 23 Lots 24 through 29 Lots 32 through 34
Block Block				Lots 39, 40 Lots 1 through 8 Lots 12 through 16 Lots 24 through 28 No. 20' of Lot 31 Lots 32 through 40
Block Block Block	16			Lots 33, 34 Lots I through 4 Lots I through 3 Lots 6 through 9 Lots II, I2 Lots 30 through 34
Block	20			Lots 37 through 40 Lot 9 Lots 21, 22 Lot 28 Lots 31 through 33 Lots 36 through 38
Block Block Block Block	29 38			Lots 16 through 20 Lots 1 through 5 Lots 21 through 40 Lots 1 through 20 Lots 28 through 40

^{*}Surface Only

WATER RIGHTS

The following named adjudicated water rights, in the Dolores River Watershed in Dolores County, Colorado, which were decreed to Rico Argentine Mining Company by the District Court in and for Water Division No. 7, State of Colorado, on the dates and in the Cases numbered as follows:

Name of Ditch or Other Structure	Case No.	Date_
Silver Swan Tunnel	· W through 7	798 10/18/72
Wamba Spring	W through 7	797 05/25/73
RAMCO No. 21 Spring	W through 8	303 10/18/72
Silver Swan Spring	W through 8	305 10/18/72
Cowdrey Spring	W through 8	304 10/18/72
St. Louis Tunnel	W through 8	302 10/18/72
Blaine Tunnel	W through 8	301 10/18/72
DDH through 0S5A (Artesian Drill Hole)	W through 7	799 10/18/72
DDH through OS4 (Artesian Diamond Drill Hole)	W through 8	800 10/18/72
Pro Patria Tunnel	W through 8	812 11/10/72
Mountain Springs Tunnel	W through 8	811 11/10/72
Bemis Spring Area	W through 8	810 1 / 10 / 72
Piedmont Springs	Withrough 8	809 11/10/72
Strawberry Springs	W through	808 11/10/72

WATER RIGHTS

The following named adjudicated water rights, in the Dolores River Watershed in Dolores County, Colorado, which were decreed to Rico Argentine Mining Company by the District Court in and for Water Division No. 7, State of Colorado, on the dates and in the Cases numbered as follows:

Name of Ditch or Other Structure	Case No.	<u>Date</u>
Silver Swan Tunnel	· W through 798	10/18/72
Wamba Spring	W through 797	05/25/73
RAMCO No. 21 Spring	W through 803	10/18/72
Silver Swan Spring	W through 805	5 10/18/72
Cowdrey Spring	W through 804	+ 10/18/72
St. Louis Tunnel	W through 802	2 10/18/72
Blaine Tunnel	W through 80	1 10/18/72
DDH through 0S5A (Artesian Drill Hole)	W through 799	9 10/18/72
DDH through OS4 (Artesian Diamond Drill Hole)	W through 800	0 10/18/72
Pro Patria Tunnel	W through 812	2 11/10/72
Mountain Springs Tunnel	W through 81	1 11/10/72
Bemis Spring Area	W through 810	0 11/10/72
Piedmont Springs	W through 80	9 11/10/72
Strawberry Springs	W through 80	8 11/10/72

Block 20		Lot 9 Lots 21, 22 Lot 28
Block 21 Block 22		Lots 31 through 40 Lots 1 through 4 East 1/2 of Lots 17 through
Block 23		20 Lots 5, 6 Lot 10
Block 24		Lots 16 through 32 Lot 31 Lots 35, 36
Block 25 Block 26		Lots 5, 6 Lots 35, 36
Block 29 Block 38 Block 39		Lots 1 through 5 Lots 21 through 40 Lots 1 through 20
Block B	:	Lots 28 through 40 Lots 8 through 10

Parcels 13, 18, 19, 22, and 24 of the Atlantic Cable Subdivision.

All mineral rights subadjacent to all streets, alleys and utility rights through of through way granted to the Town of Rico or any public utility.

Mineral and surface rights to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, as per the plats and other documents of record in the Office of the Clerk and Recorder of Dolores County:

Block I	Lots 5, 6
•	Lots 34, 35
Block 3	Lots 31 through 40
Block 5	Lots 12 through 14
Block 9	Lots 20 through 24
Block II	Lots 1, 2
	Lots II, I2
	Lots 30, 31
Block 12	Lots 23 through 26
	Lots 31 through 36
	East 75 feet of Lots 37
	through 40
Block 13	Lots 12 through 16
Block 14	Lots 21 through 23
Block 16	Lots 36, 38
Block 17	Lots 1, 24, 25
Block 18	Lots 14 through 16
Block 19	Lots 21 through 24
	Lots 25, 26
Block 24	Lots 21 through 30
	Lots 32 through 34
Block 25	Lots I through 4
	Lots 7 through 40
Block 28	Lots I through 20
Block 30	Lots 3 through 6
Block A	Lot 13
	Lot 38

RICO PROPERTY ACREAGE AND EXHIBIT

Below are the figures for Rico acreage. The exact acreage is impossible to calculate due to the overlapping of patented and unpatented claims. Claim acreage figures were calculated from location certificates. Lot acreages were taken from tax bills.

	Surface
	1858.155 Acres cres 167.230 Gross Acres es 114.072 Net Acres
807.000 Net Acro	es 807.000 Acres
ots 18.972 Acres	es 18.972 Acres .402 Acres
-	es 7.837 Acres
acts 105.611 Acres	105.611 Acres
2,900.731 Net Ac	eres 2912.049 Acres
laims 3888.492 Acres	
	167.230 Gross Ac 96.836 Net Acr 807.000 Net Acr 5.610 Gross Ac 5.610 Net Acr 18.972 Acres rcels .710 Gross Ac .710 Net Acr 7.837 Acres

^{*}Included in the patented claims totals are three claims that are being acquired through two purchase agreements. A 50% interest in being acquired from Lynton with payments of \$13,832.70 due annually on June 8 through 1991. A 50% interest is being acquired from Fahrion with payments of \$15,000.00 due annually on September 1 through 1990.

SEGREGATED LANDS

The following described patented fee lands located in Dolores County, State of Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 41 North, Range 10 West

Section 14:

SW% NE%

Section 35:

SE% NW%

EL SW4

Township 41 North, Range 9 West

Section 31: N/2

Township 40 North, Range 10 West

Section 2:

NE% NW% E% SE%

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at Page 79.

The following described patented fee lands located in Dolores County, Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 40 North, Range 10 West

Section 20:

SW4 SE4

Section 29:

N% NE%

NE L NW

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at Page 103.

RICO TOWNSITE LANDS

Mineral rights only to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorodo, as per the plats of record in the Office of the Clerk and Recorder of Dolores County:

Block i	Lot 2 Lots 3, 4 Lots 17 through 20 Lots 21, 22 Lots 36 through 38
Block 2	Lots 39, 40 Lots 5, 6 Lots 9 through 12
Block 4	Lots 16 through 18 Lots 4,5
Block 5 Block 6	Lots 39, 40 Lots 25 through 31 North 19 feet of Lot 29 Lot 30 Lots 31, 32
Block 7	Lots 39,40 Lots 17 through 19 Lots 21,22 Lot 33
Block 8 Block 10	Lots 19,20 Lots 17 through 26
Block I I	Lots 29 through 40 Lots 3, 4 Lots 13 through 20 Lots 21 through 29
Block 12	Lots 32 through 34 Lots 2 through 4
Block 13 Block 14	Lots 17 through 20 Lots 39, 40 Lots 1 through 8 Lots 24 through 40 Lots 13 through 20
Block 15	Lots 13 through 20 Lots 6, 7 Lots 14 through 16 North 3/4 of Lot 17 Lots 28 through 31
Block 16 Block 18	Lots 1 through 4 Lots 10 through 13 Lots 17 through 24 Lots 26 through 28
Block 19	Lots I through 3 Lots 6 through 9 Lots II, 12 Lots 30 through 34 Lots 37 through 40